

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ  
ရင်းနှီးမြှုပ်နှံလိုသူ၏အတည်ပြုလျှောက်ထားလွှာ

အဆင့်မြင့် ရုပ်ရှင်ရုံ လုပ်ငန်း

မြန်မာ စီးနိုးမက်တစ် ကုမ္ပဏီလီမိတက်

MYANMAR CINEMATIC COMPANY LIMITED

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန်  
ရင်းနှီးမြှုပ်နှံသူ၏အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊

လ၊ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ  
အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည် -

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည်

ဒေါ်သဲသိမ့်ဝါ

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ်

၁၄၀၁ / ၂၀၁၈ - ၂၀၁၉

ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ်

၁၂ / ကမရ (နိုင်) ၀၆၂၀၀၁

အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) နိုင်ငံသား

ဗမာ

(ဃ) နေရပ်လိပ်စာ/မှတ်ပုံတင်ထားသည့် ကုမ္ပဏီလိပ်စာ

၈ လွှာ၊ အခန်း ၅၊ ခရစ္စတယ်တာဝါ၊

ကျွန်းတောလမ်း၊ ကမရွတ်မြို့နယ်၊ ရန်ကုန်မြို့။

(င) တယ်လီဖုန်း/ဖက်စ်/အီးမေးလ်လိပ်စာ

၀၉၅၄၁၀၇၁၇

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်)

အဆင့်မြင့်ရုပ်ရှင်ရုံ လုပ်ငန်း

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည်

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ

(စ) တယ်လီဖုန်း/ဖက်စ် .....

(ဆ) အီးမေးလ်လိပ်စာ .....

၃။ ဖွဲ့စည်းမည့်စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☒ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ..... ၁၀၀ %

အစိုးရဌာန ၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ..... %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ..... %

၄။ အစုရှယ်ယာ ၁၀% နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
၁။	ရွှင်ရယ်အောင်မီဂါ ကုမ္ပဏီလီမိတက်	-	၉၉.၉၉ %
၂။	ဒေါ်သဲသိမ့်ဝါ	ဗမာ	၀.၀၁ %

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း ..... (၃,၂၀၀,၀၀၀ USD) USD ၃.၂ သန်း

(ခ) အစုရှယ်ယာအမျိုးအစား ..... (တစ်စုလျှင် USD ၁၀၀ )  
USD ၁၀၀ တန်သာမန်အစုရှယ်ယာ (၃,၂၀၀)

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ ..... တစ်စုလျှင် USD ၁၀၀ တန်  
..... အစုရှယ်ယာ (၃,၂၀၀)

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ -

ကျပ်/US\$ (သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း

ကျပ်သန်း ၆,၁၀၉.၆၅ သန်း ၊ ၁၀၀ %

ပမာဏ/ရာခိုင်နှုန်း

(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း

မရှိပါ

ပမာဏ/ရာခိုင်နှုန်း

(ဂ) စုစုပေါင်း

ကျပ်သန်း ၆,၁၀၉.၆၅ သန်း

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ

(၁) ၄ လွှာ ၊ ကတ်ပတယ်ဟိုက်ပါမက် ၊ အမှတ် ၁၄(င) ၊ မင်းနွာလမ်း ၊ ဒေါပုံမြို့နယ် ၊ ရန်ကုန် ။

(၂) ၄ လွှာ ၊ မြန်မာပလာဇာ ၊ အမှတ် ၁၉၂ ၊ ကမ္ဘာအေးဘုရားလမ်း ၊ ဗဟန်းမြို့နယ် ၊ ရန်ကုန် ။

(၃) ၄ လွှာ၊စီးဘီးစက္ကူဈေးဝယ်စင်တာ၊အမှတ် ၄၈ ၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်း ၊ တောင်ကြီးမြို့နယ်။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ

ကျပ်သန်းပေါင်း ၆,၁၀၉.၆၅

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက် ၊ လိုင်စင် ၊ ပါမစ် သည်တို့ကို နောက်ဆက်တွဲ (ခ) ဖြင့် ပူးတွဲ ဖော်ပြ အပ်ပါသည်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း

☒ ရှိ

☐ မရှိ

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို ဆက်လက်တင်ပြ လျှောက်ထား ပါမည် -

(က) အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

လျှောက်ထားသူထက်မှတ်

အမည်

ရာထူး

ဌာန / ကုမ္ပဏီအိမ်



ဒေါ်ခင်ခင်ဝင်း

Managing Director

Myanmar Cinematographic Company Limited

### ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှ ပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိကြောင်း အာမခံ ပါသည်။

ဤအတည်ပြုချက်လျှောက်ထားလွှာတွင် အတည်ပြုအမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူက ပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေး ကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်လာနိုင်ကြောင်းကို ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်သည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိ ပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်



အမည်

ဒေါ်ခင်ခင်ဝင်း

ရာထူး

Managing Director

ဌာန / ကုမ္ပဏီတံဆိပ်

Myanmar Cinematic Company  
Limited

# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရက်စွဲ။ ။ ခုနှစ်။ လ။ ရက်

အကြောင်းအရာ။ ။ Myanmar Cinematic Co., Ltd. မှ ဆောင်ရွက်မည့် လုပ်ငန်း  
အစီအစဉ်အား တင်ပြခြင်း။

- ၁။ Myanmar Cinematic Co., Ltd. သည် မြန်မာနိုင်ငံ ၊ ရန်ကုန်တိုင်းဒေသကြီး ၊  
ဒေါပုံမြို့နယ် ရှိ Capital Hyper Market နှင့် ရှမ်းပြည်နယ် ၊ တောင်ကြီးခရိုင် ၊  
တောင်ကြီးမြို့နယ် ၊ ဗိုလ်ချုပ်လမ်း နှင့် ရေထွက်ဦးလမ်းထောင့် ရှိ City Square တို့တွင်  
ရုပ်ရှင်ပြသဖျော်ဖြေခြင်းလုပ်ငန်း လုပ်ကိုင်လျှက်ရှိပါသည်။
- ၂။ ယခုအခါ ရန်ကုန်တိုင်းဒေသကြီး ၊ ဗဟန်းမြို့နယ် ၊ ကမ္ဘာအေးဘုရားလမ်း ၊ အမှတ် ၁၉ ရှိ  
မြန်မာပလာဇာတွင် ရုပ်ရှင်ရုံအသစ်ထပ်မံဖွင့်လှစ် သွားမည်ဖြစ်ပါသည်။
- ၃။ ထိုသို့ဖွင့်လှစ်ရာတွင် လိုအပ်သော ခေတ်မှီစက်ပစ္စည်းများနှင့် အထောက်အကူပြု  
ပစ္စည်းများကို နိုင်ငံခြားမှ ဝယ်ယူတင်သွင်းသွားမည်ဖြစ်ပါသည်။ ပစ္စည်းများတင်သွင်းခြင်း  
နှင့် အဆောက်အအုံအတွင်းပိုင်း ပြင်ဆင်ခြင်းများကို ၂ နှစ်အတွင်းပြီးစီးအောင်  
ဆောက်ရွက်သွားမည် ဖြစ်ပါသည်။
- ၄။ ကျွန်တော်တို့ Myanmar Cinematic Co., Ltd မှ ရရှိလာသော အကျိုးအမြတ်များမှ  
နိုင်ငံတော်သို့ ပေးဆောင်ရမည့် အခွန်ငွေများကိုလည်း အပြည့်အဝ ပေးဆောင်သွားမည်  
ဖြစ်ပါသည်။

လေးစားစွာဖြင့်



၁၁/၁၁/၂၀၂၁

Managing Director

Myanmar Cinematic Company Limited

# MYANMAR CINEMATIC COMPANY LIMITED

## Detail List of Furniture (Capital Cineplex)

Item	Description	Qty	Unit Price (Kyat)	Total Price (Kyat)
1	Plastic Chair	10	2,500.00	25,000.00
2	Locker	1	195,000.00	195,000.00
3	Cupboard	1	150,000.00	150,000.00
4	Leeco Safebox	1	150,000.00	150,000.00
5	Office Table	2	60,000.00	120,000.00
6	Computer Table	1	55,000.00	55,000.00
7	Office Chair	3	35,000.00	105,000.00
8	Steel Dining Table	1	25,800.00	25,800.00
9	Stand Fan	1	21,000.00	21,000.00
10	Leather Seat (Circle Shape)	12	75,000.00	900,000.00
	Total			1,746,800.00

**Myanmar Cinematic Co.,Ltd.**  
**Detail List of Machinery and Equipment (Capital Cineplex)**

Item	Description	Qty	Unit	Unit Price (Kyat)	Total Price (Kyat)
1	Computer	6	unit	719,600.00	4,317,600.00
2	UPS	6	unit	69,500.00	417,000.00
3	Laptop	3	unit	520,000.00	1,560,000.00
4	Phone & MPT Sim Card	1	unit	44,000.00	44,000.00
5	Color Scanner	1	unit	127,000.00	127,000.00
6	Desktop Type Label Printer	3	unit	406,500.00	1,219,500.00
7	Printer(Black & White)	1	set	119,500.00	119,500.00
8	Barcode Scanner	1	unit	216,800.00	216,800.00
9	Projector , Screen , Audio System & Surround Speaker (Barco - DP2K-10S K-Star)	3	set	77,039,300.00	231,117,900.00
10	"KSTAR" Online UPS	3	unit	3,322,200.00	9,966,600.00
11	Cinema Seat	404	unit	130,625.00	52,772,500.00
12	Gold Medal (USA)Pop Corn Machine	1	unit	12,770,800.00	12,770,800.00
13	Air Con (Mitsubishi)	15	unit	7,755,580.00	116,333,700.00
14	Fingerprint	1	unit	249,000.00	249,000.00
15	Popular 2146 PVC Dustbin	6	unit	3,400.00	20,400.00
16	Sogo 9343 PVC Dustbin	1	unit	13,000.00	13,000.00
17	11G Multipurpose Bucket W Handle	1	unit	12,200.00	12,200.00
18	2510 Nuuevo StepBin	4	unit	25,500.00	102,000.00
19	Maxten Paper Holder Rectangle	2	unit	5,250.00	10,500.00
20	Maxten Automatic Hand Dryer	2	unit	42,000.00	84,000.00



21	Crom Soap Liquid With Press	2	unit	7,000.00	14,000.00
22	F&B Stand & hook	1	unit	130,000.00	130,000.00
23	LG TV Normal LED	1	unit	744,500.00	744,500.00
24	CCTV,24LED Monitor, 650VA UPS,4000G HardDisk,Video Recorder	1	unit	1,700,000.00	1,700,000.00
25	TYT.TS Machine (Walkie Talkie)	5	unit	35,000.00	175,000.00
26	Telephone (White colour)	1	unit	28,000.00	28,000.00
27	Making Now Showing Frame	1	unit	205,570.00	205,570.00
28	Electroluh Vaccum Cleaner	2	unit	174,950.00	349,900.00
29	Seating plan board & sticker	12	unit	15,500.00	186,000.00
30	PP Board	2	unit	1,800.00	3,600.00
31	Box Stand	2	unit	45,000.00	90,000.00
32	Fire Extinguisher (3Kg)	9	unit	25,000.00	225,000.00
33	Aluminium Ladder	1	unit	125,400.00	125,400.00
34	Barrier	10	unit	47,000.00	470,000.00
35	LED Light Box	1	unit	130,000.00	130,000.00
36	Remax Bluetooth Speaker	1	unit	190,000.00	190,000.00
	Total				436,240,970.00

# MYANMAR CINEMATIC COMPANY LIMITED

## Detail List of Furniture (City Square Cineplex)

Item	Description	Qty	Unit Price (Kyat)	Total Price (Kyat)
1	Chair with Wheel	3	68,500.00	205,500.00
2	Cupboard	1	175,000.00	175,000.00
3	Safebox	1	238,000.00	238,000.00
4	Office Table	4	77,750.00	311,000.00
5	Locker	1	285,000.00	285,000.00
6	Shelf	1	13,500.00	13,500.00
7	Dining Table	1	13,000.00	13,000.00
	Total			1,241,000.00

**Myanmar Cinematic Co.,Ltd.**  
**Detail List of Machinery and Equipment (City Square Cineplex)**

Item	Description	Qty	Unit	Unit Price (Kyat)	Total Price (Kyat)
1	Computer	6	unit	490,600.00	2,943,600.00
2	Color Scanner	1	unit	127,000.00	127,000.00
3	Barcode TT Printer	2	unit	567,420.00	1,134,840.00
4	Printer	1	unit	102,000.00	102,000.00
5	Nokia Hand Set	1	unit	28,000.00	28,000.00
6	NEC Digital Projector Screen (NC1000C),Dolby Digital Cinema Processor (CP-750Z),Surround Speaker (JBL 9300/JBL 4181)	1	set	82,601,640.00	82,601,640.00
7	NEC Digital Projector Screen (NC2000C),Dolby Digital Cinema Processor (CP-750Z),Surround Speaker (JBL 9300/JBL 4181),3D System with 300 Glasses (GETD GK600)	1	set	104,281,640.00	104,281,640.00
8	LG Full HD LED TV	1	unit	538,600.00	538,600.00
9	Electric Pot	1	unit	38,000.00	38,000.00
10	Walkie Talkie	5	unit	43,600.00	218,000.00
11	Pop Corn Machine	1	unit	245,000.00	245,000.00
12	Vacuum Cleaner	1	unit	346,000.00	346,000.00
13	Master Water Cooler	1	unit	105,000.00	105,000.00
14	Vinyl Frame(13.5 x 9)	2	unit	194,400.00	388,800.00
15	CCTV,20LED Monitor, 600VA UPS,2000G HardDisk,Video Recorder	1	unit	1,866,000.00	1,866,000.00
16	10' Ladder	1	unit	88,000.00	88,000.00
17	Exhaust Fan	1	unit	560,000.00	560,000.00
18	Speaker	1	unit	120,000.00	120,000.00
19	Adaptor	1	unit	13,500.00	13,500.00
20	BIS-40 A 3 p Isolator	1	unit	63,000.00	63,000.00
21	Cinema Seat	424	unit	113,200.00	47,996,800.00
22	KSTAR On-line UPS	2	unit	3,391,075.00	6,782,150.00
23	Aircon - Chigo	9	unit	1,895,500.00	17,059,500.00
24	Barrier	6	unit	44,000.00	264,000.00
25	Mirror	2	unit	52,500.00	105,000.00
	Total				268,016,070.00

# MYANMAR CINEMATIC COMPANY LIMITED

## Detail List of Machiner & Equipments (Myanmar Plaza) (Local)

Item	Description	Qty	Unit Price (Kvat)	Total Price (Kvat)
1	"KSTAR" Online UPS	7	3,520,000.00	24,640,000.00
2	Air Con- Mitsubishi	30	7,760,000.00	232,800,000.00
3	Monitor	20	95,000.00	1,900,000.00
4	Desktop	13	540,000.00	7,020,000.00
5	UPS	13	73,000.00	949,000.00
6	Laptop	7	520,000.00	3,640,000.00
7	Color Scanner	1	127,000.00	127,000.00
8	Desktop Type Label Printer	7	600,000.00	4,200,000.00
9	Printer(Black & White)	1	130,000.00	130,000.00
	Total			275,406,000.00

## Myanmar Cinematic Co.,Ltd.

### Detail List of Machinery and Equipment (Myanamr Plaza) (To be imported)

Item	Description	Qty	Unit	Unit Price (Kyat)	Total Price (Kyat)
1	Projector (Barco - DP2K-10S With Alchemy Server)	7	set	52,152,000.00	365,064,000.00
2	Silver Screen (Galalite 3D Silver Screen Gain 2.4)	7	set	5,565,000.00	38,955,000.00
3	Audio System (Speaker,Surround Speaker,Amplifier,Audio Monitor Booth,Audio Rack)	7	set	25,010,700.00	175,074,900.00
4	Cinema Seat	1050	unit	95,000.00	99,750,000.00
5	Gold Medal (USA)Pop Corn Machine	2	unit	13,000,000.00	26,000,000.00
6	Carpet	1	set	59,866,300.00	59,866,300.00
7	Sound Absorber	4967	unit	8,430.00	41,871,810.00
8	Acoustic Ceiling	1638	unit	8,900.00	14,578,200.00
9	Sound Blanket	1246	unit	50,880.00	63,396,480.00
	Total				884,556,690.00

# Myanmar Cinematic Co.,Ltd.

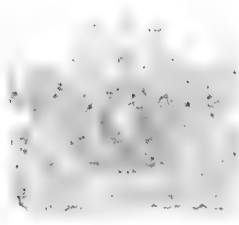
မတည်ငွေရင်းနှင့် ရင်းနှီးမြှုပ်နှံမည့်စာရင်း

Item	Description	Price (Kyat)	Total (Kyat)
1	Cash	20,000,000.00	20,000,000.00
2	Rental Cost	2,924,862,522.00	2,924,862,522.00
3	Construction Cost	1,285,091,976.00	1,285,091,976.00
4	Machinery & Equipment	1,864,219,730.00	1,864,219,730.00
5	Furniture	2,987,800.00	2,987,800.00
6	Cinema Management System Software	12,495,000.00	12,495,000.00
	Total		6,109,657,028.00

# MYANMAR CINEMATIC COMPANY LIMITED

## LIST OF DIRECTOR

No.	Name	Nationality and NRC card No.	Usual Residential Address	Designation
1	ရှင်ရယ်အောင်မိဂါ ကုမ္ပဏီလီမိတက်	-	၈ လွှာ ၊ အခန်း ၅ ၊ ခရစ္စတယ်တာဝါ ၊ ကျွန်းတောလမ်း ၊ ကမာရွတ်မြို့နယ် ၊ ရန်ကုန်မြို့။	Director
2	ဒေါ်သဲသိမ့်ဝါ	ဗမာ	အမှတ် (၁၄/က) ၊ အောင်မင်းခေါင်လမ်း ၊ (၁၀) ရပ်ကွက် ၊ ကမာရွတ်မြို့နယ် ၊ ရန်ကုန်မြို့။	Managing Director
		၁၂/ကမရ(နိုင်)၀၆၂၀၀၁		



ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်  
Certificate of Incorporation

မြန်မာစီးနီးမက်တစ် ကုမ္ပဏီ လီမိတက်  
MYANMAR CINEMATIC COMPANY LIMITED  
Company Registration No 102905970

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ ၁၉၁၄ ခုနှစ် အရ  
မြန်မာစီးနီးမက်တစ် ကုမ္ပဏီ လီမိတက်  
အား ၁၉၈၈ ခုနှစ် ၁၅ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် ဟာဂန်ကန့်သတ်ထားသည့် အများပိုင်ကုမ္ပဏီအဖြစ်  
အဖြစ် ဖွဲ့စည်းတည်ထောင်ခဲ့ကြောင်း ပြုစုခဲ့ပါသည်။

This is to certify that  
MYANMAR CINEMATIC COMPANY LIMITED  
was incorporated under the Myanmar Companies Act 1914 on 15 June  
2018 as a Private Company Limited by Shares

  
Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန  
Directorate of Investment and Company Administration







ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စု ဝန်ကြီးရုံး

## ရှပ်ရှင်ရုံလိုင်စင်

၊ ရည်ရွယ်ချက် ၅၈ ရည်ရွယ်ချက် ၆၈ ပါ။

ရှပ်ရှင်ရုံ ဝယ်ယူသူ ..... ဦး

ရှပ်ရှင်ရုံ ..... ဦး

..... ပြည်သူ့/နိုင်ငံခြား ..... ဦး  
..... ပြည်သူ့/နိုင်ငံခြား ..... ဦး  
..... လက်မှတ် .....  
..... ( ..... ) အား ..... ပြည်သူ့/နိုင်ငံခြား  
..... ဦး ..... ဦး ..... ရပ်ကွက်တွင်  
ကည်ရှိသည့် ..... မှ ရှပ်ရှင်ရုံ ဝယ်ယူရန် အတွက် ဤရှပ်ရှင်ရုံလိုင်စင်  
ထုတ်ပေးလိုက်သည်။

၂။ ရှပ်ရှင်ရုံလိုင်စင်ရရှိသူသည် ပာတွယ် လိုင်စင်သည် ကမ်းခြေတွင် ဝယ်ယူရမည်။

၃။ ဤရှပ်ရှင်ရုံလိုင်စင်သည် ၂၀၁၁ ခုနှစ် ..... ရက်နေ့မှ ၂၀ .....  
( ..... ) အတွက်သာ အသုံးပြုရမည်။

(ပြည်ထောင်စုကုမ္ပဏီလီမိတက်သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာ ဝန်ကြီးရုံး)

၀၈.၈  
၇/၇/၂၀၁၇  
ဦး



947-40610 (5/1/98)

1. *Chrysomelidae* (1000)

ရှင်ရှင်ရဲရဲ

Circumstance	U.S. respondents (%)	U.S. military personnel (%)
To protect oneself or others from harm	85	75
To protect property	75	65
To protect the environment	65	55
To protect the community	55	45
To protect the country	45	35

မှတ်တမ်းစာအုပ်များ ...

Sept. 20, 1914

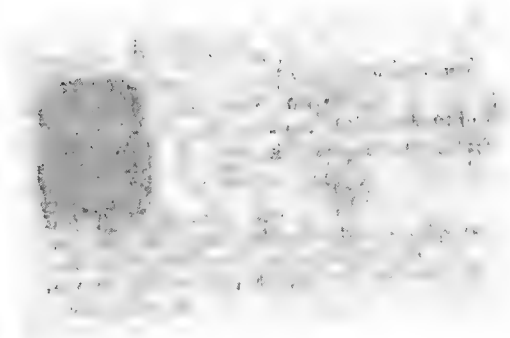
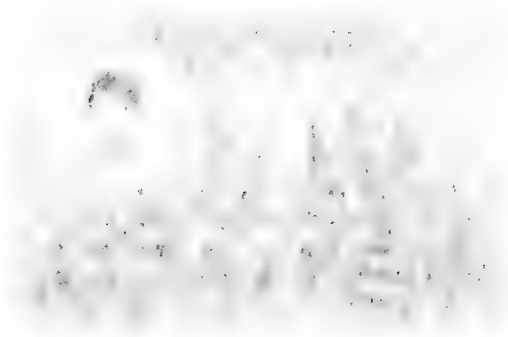
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၂။ ရုပ်ရှင်ရုပ်ရှင်ပင်ရရှိသည့် မှတ်ပုံပါ ရုပ်ရှင်ရုပ်ရှင်ကလေးများကို ရိုက်ကူးမည်

၃။ ဤရပ်ရွာခုံလိုက်မည်လည်း ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ ၁ ရက်နေ့ ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ ၁ ရက်နေ့

*(Signature)*

1000





TO 0005 2-24-01-000002-2  
/Daw THAE THEINT WAH MYANMAR CINEMATIC COMPANY LIMITED  
/2 KAMARA, (PHONE) 21071401 / 21071402

Dear Sir/Madam,

We hereby certify that the balance standing in the Credit of the account of Daw  
THAE THEINT WAH MYANMAR CINEMATIC COMPANY LIMITED  
/ 2 KAMARA (PHONE) 21071401 / 21071402 with AYE YAR WADY BANK at the close of business on the 16th / 2018 (10 21 00) was  
1,000,000.00 (One Million Kyats)

Yours faithfully,

(Signature)

(Manager)  
ACCOUNTS DEPARTMENT

Manager  
Aye Yar Wady Bank Ltd.  
Yangon Free Road

For and on behalf of Manager

No. 116, Corner of Shwepyithar Road and  
A. Mahabodhi Road, Sankha Suburb, Yangon

Branch/Office/Quarter No. 2 (1st floor)  
Corner of Shwepyithar Road and  
A. Mahabodhi Road, Sankha Suburb, Yangon

0005 2-24-01-000002-2

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0005 2-24-01-000002-2





Ministry of Finance  
Union Minister's Office  
Room 571, Pyaw Road  
Lazmaw Township  
Yangon, Myanmar  
Tel: (+95) 538 071-76,  
538 072-80  
Fax: (+95) 538 069-71

No. 20610320600246201

Dated, 09 July, 2018

To,

ROYAL ACE MEGA CO., LTD.  
680/2014-15, 12 KAMAYAYAN 062001 KAMAYAYAN  
N-02 GABAR, N-02 GABAR RD  
BAYAN TSP.

DEAR SIR,

We hereby certify that the balance standing at the credit of the account of ROYAL ACE MEGA CO., LTD. (20610320600246201) with the KANAWZUN BANK, LTD. (INTERNATIONAL BANKING DIVISION BRANCH) for the close of business on the (04/05/2018) was MMK 98,967,774.00 (Kia Ninety-eight million nine hundred sixty seven thousand three hundred twenty-four only).

Yours Faithfully

By: Manager  
H. H. H. H.  
Kanawzun Bank Ltd.

DATED THE            DAY OF            2018

BETWEEN

MYANMAR CINEMATIC CO. LTD.

AND

ROYAL ACF MEGA CO. LTD.

SUBSCRIPTION AGREEMENT FOR ORDINARY  
SHARES

IN

MYANMAR CINEMATIC CO. LTD.  
(Registration No. 1401/2018-2019)

THIS AGREEMENT is made on this

BETWEEN:

1. MYANMAR CINEMATIC CO., LTD. a company incorporated and existing under the laws of Myanmar, having its business office at No. 111, Thaketa Road, Yangon, Myanmar, represented by Mr. U Kywe, its Managing Director, and

AND

2. ROYAL ACE MEGA CO., LTD. a company incorporated and existing under the laws of Myanmar, having its business office at No. 111, Thaketa Road, Yangon, Myanmar, represented by Mr. U Kywe, its Managing Director, and

#### RECITALS:

- A. As at the date hereof, the Company has an authorised share capital of Ten Billion Myanmar Kyats (10,000,000,000 MMK) divided into 10,000,000 ordinary shares of par value 1,000 Myanmar Kyats (1,000 MMK) each, of which 1,000 ordinary shares of par value 1,000 MMK each are issued and fully paid up.
- B. As at the date hereof, the Company has 1,000 ordinary shares of par value 1,000 MMK each issued and fully paid up.

Shareholder	Number of Issued Shares	Shareholding Percentage
Pyaw Oe Kyaw Co., Ltd.	999	99.9%
U Kywe	1	0.1%
<b>Total</b>	<b>1,000</b>	<b>100%</b>

- C. The Company has agreed to issue and allot and the Subscriber has agreed to subscribe for the new ordinary shares under the terms and conditions set out in this Agreement.
- D. The Subscriber has agreed to have any approval of the Board in relation to the subscription of the new ordinary shares referred to in Paragraph C.

IT IS HEREBY AGREED that:

#### 1. DEFINITIONS & INTERPRETATION

- 1.1. The word "Company" shall mean and include any subsidiary or associate company of the Company.
- 1.2. The word "Subscriber" shall mean and include any person who subscribes for the new ordinary shares.

WITNESSED AND SIGNED by the Managing Director of the Company, Mr. U Kywe, on this 11th day of January, 2011.

WITNESSED AND SIGNED by the Managing Director of the Company, Mr. U Kywe, on this 11th day of January, 2011.





The findings cast light on the role of the  $\delta_2$  gene in alcoholism, and suggest that the identification of the inheritance of susceptibility to the  $\delta_2$  gene may be important in the interpretation of construction of the  $\delta_2$  gene.

1

The Parties agreed that the completion of the Survey would constitute the full and complete satisfaction of the obligations of the Parties under the "Conditions Precedent" to the Survey. The Survey was completed and the Parties agreed that the Survey was completed and the Parties agreed that the Survey was completed.

- 213

- 31.

The Subscribers have read and approved this Agreement, foregoing any rights or claims that they may have in the Shares of the Company. The Subscribers:

#### AGREEMENT TO SUBSCRIPTION

Subscribers hereby irrevocably and exclusively agree to subscribe for and purchase the Shares of the Company as set forth in the Subscription Order Form attached hereto, and to sign, execute and deliver, in connection with the Subscription, all documents and instruments that may be required by the Company to carry out the Subscription. The Subscribers understand and acknowledge that the Shares of the Company are sold "as is" without any warranty, express or implied, and that the Subscribers will be responsible for their own investigation of the Company and its financial condition.

The Subscribers have agreed to enter into this Agreement to subscribe for and purchase the Shares of the Company as set forth in the Subscription Order Form.

The Subscribers hereby agree to pay for the Shares of the Company as set forth in the Subscription Order Form, and to pay for the Shares of the Company as set forth in the Subscription Order Form.

The Company will have full right, power and authority to do and cause to be done all such acts and things as may be necessary or proper to carry out the Subscription, and to execute and deliver all such documents and instruments as may be required by the Company to carry out the Subscription, and to sign, execute and deliver, in connection with the Subscription, all documents and instruments that may be required by the Company to carry out the Subscription.

The Subscribers hereby agree to pay for the Shares of the Company as set forth in the Subscription Order Form.

The Subscribers hereby agree to pay for the Shares of the Company as set forth in the Subscription Order Form.

#### COMPLETION

Completion will take place at the office of the Subscribers' attorney (or at such other place as may be agreed by the Parties) on the Completion Date.

On Completion Date, the Subscribers shall deliver or procure the delivery to the Company of the documents and instruments set forth below:

4.1.1. pays for possession of all the Assets currently in possession by delivery with the receipt of the same in such form as shall be satisfactory to the Subscribers;

4.1.2. pays for possession of all the Assets currently in possession by delivery with the receipt of the same in such form as shall be satisfactory to the Subscribers;

4.2. all such other documents, instruments, agreements and obligations together with the receipt of the same in such form as shall be satisfactory to the Subscribers; and the Subscribers shall deliver or procure the delivery to the Company of the documents and instruments set forth below:



8.1.6. any other documents submitted to the Company shall not be  
produced, stored, transmitted or otherwise used by the Company

hereby the Company shall not be liable for any loss or damage

8.1.7. the Company shall not be liable for any loss or damage to the data or  
the documents

8.1.8. if the Company is not able to deliver the data or documents to the  
subscriber, the Company shall not be liable for any loss or damage

8.1.9. the Company shall not be liable for any loss or damage to the data or  
the documents

With effect from the date of the Agreement, the Company shall not be  
liable for any loss or damage to the data or documents of the subscriber  
the preceding, to each by the Company and shall not be liable for any loss or  
damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the  
Company. If the subscriber breaches the Company shall not be liable for any loss or damage to the data or documents of the subscriber.

## VARIABLES

6.1. The Company shall not be liable for any loss or damage to the data or documents

6.1.1. the Company shall not be liable for any loss or damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the Company.

6.1.2. that the Company have fully declared to the subscriber all information relating to the Company which they know or which they should know, or which they should have known, of the Company and its subsidiaries.

6.1.3. that the Company have fully declared to the subscriber all information relating to the Company and its subsidiaries.

Each Party, hereby, agrees to the following terms and conditions:

6.2.1. that the Company shall not be liable for any loss or damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the Company.

6.2.2. that the Company shall not be liable for any loss or damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the Company.

6.2.3. that the Company shall not be liable for any loss or damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the Company.

6.2.4. that the Company shall not be liable for any loss or damage to the data or documents of the subscriber within 30 days from the date of receipt of the data or documents from the Company.

It is important not only with adults, but also with children. Many people who have had a stroke often have trouble with their memory, and this can make it difficult for them to learn new things. It is important to have a good memory, and this can be helped by having a good memory.

1990

The Company's financial statements are prepared in accordance with generally accepted accounting principles. Significant estimates and judgments are required in the accounting process. Management believes the accounting estimates and judgments are reasonable. Demand for the product is uncertain, and management estimates the cost of sales, including expenses of development and enforcement of, and maintenance and modification of, patents and other intellectual property, and expenses of litigation, incurred or expected by the Company, are all of an uncertain amount.

1. The first part of the paper is devoted to a review of the literature on the topic of the effect of the environment on the development of the individual. The author discusses the influence of social, cultural, and economic factors on the development of the individual, and the role of the family and the community in this process.

<sup>a</sup> The number of subjects who were included in each group was 10.

## WATER OR INDIAN?!

1980年1月

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual consent between the Parties, but in regard any time, date or period originally fixed, and not extendable or any time, date or period so extended aforesaid time is of the essence.

[illegible]

11      1980

Any notice required to be served by under must be sufficiently served on the recipient. That is, if the proper court and court address is the receiving party, then notice of that court's judgment is deemed to have been received by the addressee of the notice, which it is upon the notice is required to have been delivered.

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It is not clear whether the spread of diseases in this country is a result of a continuing study of the disease, or the importance of laboratory work in the field of epidemiology, and it is not yet clear whether the spread of disease is due to

It is understood that the parties have entered into this agreement voluntarily and without any duress, coercion, or undue influence, and that they are fully aware of the consequences of their actions.

#### SEVERANCE

Any term, condition, stipulation, provision, covenant or agreement of this Agreement which is illegal, void, unenforceable or in violation of applicable law shall be deemed null and void, and the remaining provisions hereof shall survive and remain in full force and effect.

#### 14. GOVERNING LAW & JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

In relation to any dispute arising out of or in connection with this Agreement, the Parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the Republic of the Philippines.

#### 15. ASSIGNMENT

15.1 Each Party shall not be entitled to assign or transfer its rights or obligations hereunder without the prior written consent of the other Parties.

#### 16. VARIATION & AUTHENTICATION

16.1 Any amendment or variation to this Agreement shall be in writing and signed by all parties to the Agreement.

#### 17. CONTINUING EFFECT OF AGREEMENT

17.1 All provisions of this Agreement shall continue to apply to the parties hereto in the event of any merger, acquisition, or change of control.

#### 18. BINDING EFFECT

18.1 This Agreement shall be binding on and enforceable against the parties hereto, their successors, assigns, and heirs.

*[The remainder of this page has been int. already signed]*

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals at the county of ... State of ...

Signature

SIGNED BY  
For and on behalf of  
MYANMAR CINEMATIC CO. LTD.  
in the presence of

Name: DR. OHN MYINT WAH  
Position: DIRECTOR

Name: ...  
Position: ...

Signature

SIGNED BY  
For and on behalf of  
ROYAL ACE MEGA CO. LTD.  
in the presence of

Name: ROYAL ACE MEGA CO.  
Position: Director

Name: ...  
Position: ...  
NRC No. ...

## Schedule 1

### "Our Assets"

The Lease Agreement dated 1<sup>st</sup> July 2017 made between Royal Aye Mergo Co., Ltd. and Hooing Aye Co., Ltd. Myanmar Co., Ltd. in respect of the lease for all that demised premises known as Unit No. 401, 4<sup>th</sup> Floor and Unit 501, 5<sup>th</sup> Floor within Commercial Center Phase 2, Hooing Aye Co., Ltd. Myanmar Centre Project located at 197, Kado Aye Pagoda Road, Dagon Township, Yangon, Myanmar measuring in area approximately 2,881.60 square meter and 590 square meter respectively as the same is specified in the said Agreement.

The Lease Agreement dated 1<sup>st</sup> February 2017 made between Royal Aye Mergo Co., Ltd. and Capital Development Limited in respect of the lease for all that demised premises at Level 101, Capital Hypermarket Dagon branch building located at No. 141, Aye Aye Weik & Minomada Road, Dagon Township, Yangon, Myanmar measuring in area approximately 6,796 square feet as the same is specified in the said Agreement.

The Lease Agreement dated 27<sup>th</sup> July 2018 made between Royal Aye Mergo Co., Ltd. and Huila Development Co., Ltd. in respect of the lease for all that demised premises at Level 4 of 10-story Shopping Center City Square located at Corner of Bogyoke Road and Nay Pyi Taw Road, Kam Shad Ward, Tanuogyi, Myanmar measuring in area approximately 7,433 square feet as the same is specified in the said Agreement.

Business and assets of Capital Hypermarket Dagon branch in Yangon as per attached hereto.

Business and assets of City Square in Kam Shad Ward Tanuogyi as per attached hereto.



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## Myanmar Cinematic Co.,Ltd.

### Detail List of Machinery and Equipment (Myanamr Plaza) (To be imported)

| Item | Description .  | Qty  | Unit | Unit Price<br>(Kyat) | Total Price<br>(Kyat) |
|------|--|------|------|----------------------|-----------------------|
|      |  |      |      |                      |                       |
| 1    | Projector (Barco - DP2K-10S With Alchemy Server)                                 | 7    | set  | 52,152,000.00        | 365,064,000.00        |
| 2    | Silver Screen (Galalite 3D Silver Screen Gain 2.4)                               | 7    | set  | 5,565,000.00         | 38,955,000.00         |
| 3    | Audio System (Speaker,Surround Speaker,Amplifier,Audio Monitor Booth,Audio Rack) | 7    | set  | 25,010,700.00        | 175,074,900.00        |
| 4    | Cinema Seat  | 1050 | unit | 95,000.00            | 99,750,000.00         |
| 5    | Gold Medal (USA)Pop Corn Machine   | 2    | unit | 13,000,000.00        | 26,000,000.00         |
| 6    | Carpet   | 1    | set  | 59,866,300.00        | 59,866,300.00         |
| 7    | Sound Absorber   | 4967 | unit | 8,430.00             | 41,871,810.00         |
| 8    | Acoustic Ceiling   | 1638 | unit | 8,900.00             | 14,578,200.00         |
| 9    | Sound Blanket  | 1246 | unit | 50,880.00            | 63,396,480.00         |
|      | Total  |      |      |                      | 884,556,690.00        |

THIS LEASE AGREEMENT is made on 1<sup>st</sup> February, 2017 (hereafter referred to as the Agreement'), by and between:

Capital Development Limited a company incorporated and existing under the laws of Myanmar, having its registered office address at No. 126A KaBoAye Pagoda Road, Sahan Township, Yangon, Myanmar, represented by U Soe Tint, a citizen of Myanmar holding national identification number 10/Ma Ka Ta (Naing) 040970 (hereafter referred to as the 'Lessor'),

AND

ROYAL ACE MEGA CO. LTD a company incorporated and existing under the laws of Myanmar with company registration no. 680/2014-2015, having its business office address at No. 7 Inya Road, Kamayut Township, Yangon, Myanmar, represented by The Theint Wah, a citizen of Myanmar holding national identification number 12/Kamaya (Naing) 062001 (hereafter referred to as the 'Lessee')

(hereinafter collectively referred to as the "Parties")

#### WHEREAS

A. Lessor owns the Premises as defined at Annex 1 and, having the legal right to lease the Premises, Lessee agrees to enter into a lease with the Lessor of the Premises.

B. The Lessor agrees to lease to the Lessee the Premises subject to the following terms and conditions of this Agreement.

#### IT IS HEREBY AGREED AS FOLLOWS:

##### 1. Definitions

In this Lease the following terms have the following meanings:

"Agreement" or "Lease" or "Lease Agreement" means this lease agreement, including its schedules and appendices, as amended or varied from time to time;

"Common Area" means all those areas within the Building which are set aside for the non-exclusive use of the Lessee and other lessees and occupants of the Building including but not limited to all walkways, car parking areas, pavements, entrances, passages, lifts, stairwells, toilets, tea rooms, driveways, landscaped and paved areas;

"Effective Date" means the date first written above;

"Fitting Out Period" means the period during which fitting out works are carried out, starting from the Hand Over Date and ending on the Lease Commencement Date;

"Government" means the government of The Republic of the Union of Myanmar

"Hand Over Date" means the date specified in Item 3 of Annex 1;

"Lease Commencement Date" means the date specified in Item 9 of Annex 1;

electricity and water supply sewerage and such other utilities to the Premises, to enable the Lessee the necessary connection of the same for its business provided that the Lessee shall at its own cost and expense lay and install the internal cabling wiring piping plumbing and related works within the Premises.

### **5. Term and Extension.**

5.1 This Agreement shall have the fixed Term set out in Item 6 of Annex I. The Term shall commence the day immediately following the expiry of the Fitting Out Period specified in Item 1 of Annex I.

5.2 The Lessee may extend the Term of the Agreement pursuant to the Option To Renew stated in Item 7 of Annex I and clause 17 of this contract.

5.3 If the Lessee continues to occupy the Premises after the expiration or sooner determination of the term of this Agreement with the consent of the Lessor, other than under a further lease granted by the Lessor, the Lessee shall do so as a monthly lessee at a rental equal to the monthly proportion of the annual rent payable during the last year of the term or at such other rental as may be agreed in writing between the Lessor and the Lessee to be paid monthly in advance on the first day of each month. Such tenancy will be determined by one month's notice in writing by either party, which may be served at any time and otherwise on the same terms and conditions as contained in this Agreement but excluding any option for renewal contained in this Agreement.

### **6. Building Manager**

The Lessee acknowledges that the Lessor may appoint at the Lessors cost, during the Term, any management company of its choice (the "Building Manager") to manage the Building pursuant to the terms and conditions of a management agreement to be entered into between the Lessor and such management company.

### **7. Registration of the Agreement**

7.1 The Lessor shall be responsible for the registration of this Agreement at the relevant government authority, if applicable. In any event, it is hereby agreed by the Parties hereto that the registration fees (if any) of the same shall be borne equally by the Lessor and the Lessee (attachment situation map must be supplied / arranged by lessor)

7.2 All taxes, duties and fees including but not limited to Stamp Duty and other expenses incurred in relation to the registration of this Agreement (save and except for Lessor's legal and/or consultation fees) shall be borne by the Lessee.

**8. Rent Payment, Taxes and Security Deposit.** Lessee shall make Rent and outgoings payments to the Lessor in the following manner:

8.1 Rent Service Charge and outgoings in the amount as provided in Item 12, 15 and 16 respectively to the following account:

Account No. :  
Beneficiary Bank Name :  
Beneficiary Bank Address:  
Beneficiary Account Name :

10.3 Outgoings Fee shall be charged monthly based on the actual consumption and actual charges as stated in Item 16 of Annex "I".

11. **Commercial Tax:** Rent and outgoing Fees above are exclusive of applicable Commercial Tax imposed by relevant authority. The Lessee shall pay the commercial tax to the Lessor and Lessor will issue an official commercial tax receipt from the relevant authority to the Lessee.

## 12. Inventory and Modifications to the Premises

12.1 The Lessee shall give immediate notice to the Lessor of any damages to the Premises or any changes that may affect the Lessor's property, or any alteration whatsoever to the Premises.

12.2 Within fourteen days from the day of expiry of the Term, the Lessee and the Lessor shall establish a final inventory (the "Final Inventory") naming specifically any item requiring repair or replacement of defective, poorly maintained or missing fixtures/fittings which are parts of the Lessor's property, reasonable fair wear and tear excepted.

12.3 The costs of repair of such defects, subject to reasonable wear and tear, shall be paid by the Lessee to the Lessor within ten (10) days from the Final Inventory, or deducted from the Security Deposit pursuant to Clause 8.4 here above.

## 13. <Intentionally Omitted>

## 14. Lessee warrants and represents as follows:

14.1 The Lessee is a duly constituted company qualified to do cinema business in Myanmar, duly authorized to enter into this Agreement and must provide the Lessor with one (01) set of its legal documents as evidence under this Article.

14.2 The Lessee shall pay all Rent, Service Charge, Outgoings and other required payments in a timely manner but shall not be later than fourteen (14) days from the due date or the date of the Lessee's receipt of the invoice, whichever is sooner.

14.3 The Lessee shall not knowingly use the Premises, nor authorize anyone else, to do any act on or about the Premises not permitted, illegal or immoral under this Agreement.

14.4 The Lessee shall not abandon the Premises. Should, the Lessee be required to abandon the Premises in the event of an emergency, or in any other case, the Lessee must notify the Lessor within twenty-four (24) hours from the time the Lessee leaves the Premises.

14.5 To keep the Premises in good repair, free of vibration and noise which may be transmitted beyond the Premises (at reasonable level), clean, orderly, and in sanitary condition during the Term, subject to:

14.5.1 Fair wear and tear, having regard to the condition of the Premises at the Lease Commencement Date;

14.5.2 Damage by fire, flood, earthquake, terrorism, lightning, storm, act of God, or war; and

14.5.3 Any damage of a structural nature.

At or prior to the expiry of this Agreement or earlier termination of this Agreement (except where such early termination is due to the default of the Lessor) or such other date as the Parties mutually agree in writing, the Lessee must leave the Premises in a clean state and in good a



15.6 That any required repairs, via malfunction of equipment, via normal wear and tear, not caused by the normal wear and tear or by the negligence or deliberate actions of the Lessee, will be the responsibility by the Lessor to repair and make good.

15.7 That the Lessor shall comply with all applicable laws and the requirements of any government agencies or authorities.

15.8 The Lessor shall not be obliged to grant access to the building and/or shopping mall after Normal Operating hours of the Shopping Centre as set in Item 2. The Lessor shall keep all the lifts, escalators and the air-conditioning system within the Shopping Centre in perfect working order. Normal Operating hours of the Shopping Centre. The Lessee shall on a best effort basis ensure that its employees and visitors do not obstruct the operation of the Shopping Centre after the Normal Operating hours of the Shopping Centre. The Lessee shall ensure the Lessor agrees that the Lessee may operate the cinema inside the Cinema Room after Normal Operating hours of the Shopping Centre provided that relevant permissions from the authorities are obtained, if required.

15.9 To permit the Lessee to remove all the Lessee's goods, assets, fittings, equipments, chattels and effects of the Lessee from the Premises prior to the expiry of this Agreement or upon determination of the Term hereby created provided that that the Lessee shall make good to the satisfaction of the Lessor all damage caused to the Premises during the course of and/or as consequence of such removal.

**16. Acts Constituting Breach by Lessee:** Any of the following acts or omissions shall constitute a material breach of this Agreement by Lessee:

16.1 Lessee's failure to pay any Rent or other sum payable under this Agreement on the date it becomes due.

16.2 Lessee's nonperformance or breach of any term, covenant, condition, or provision of this Agreement.

16.3 Lessee's abandonment of Premises without the express prior written consent of Lessor.

16.4 If bankruptcy proceedings are commenced against the Lessee, the Lessee becomes insolvent or a receiver is appointed to the Lessee.

16.5 An adjudication from a court that the Lessee has committed a crime.

16.6 The supplying of incorrect or materially misleading information by the Lessee in connection with the application for rental of the Premises.

16.7 A sublease or assignment by the Lessee in violation of Clause 23 of this Agreement.

16.8 Lessee's operation permit and/or business registration certificate not be renewed by the Lessee or be withdrawn by the government authorities.

16.9 Lessee be reported of violating any legal regulations or instructions relating to its business operation conditions, and/or data and services provided. The Lessor has taken the inspection of the competent government agencies provided the relevant information confirmation will be furnished as evidence.

The Lessee shall be responsible for all costs and expenses incurred by the Lessor for recovering and reinstating the Premises if the Lessee fails to implement this Clause.

17. On receipt of a notice under Clause 17.1 of this Agreement, the Lessee shall terminate the lease on the date set out in the notice, without prejudice to any right or liability of either Party in relation to any cause of action accruing prior to the termination.

18. Alterations by Lessee. The Lessee shall make no installations, alterations or improvements to the Premises or any part thereof or permanent refurbishing during the term of this Agreement without first obtaining the express prior written consent of Lessor, such consent not to be unreasonably withheld. Any alterations or improvements done by the Lessee without the express prior written consent of the Lessor shall be at the risk to the Lessee and the Lessee shall restore the Premises to the original condition at the end of the Term at the Lessee's expense. Unless otherwise provided by express written agreement of the Lessor, any and all installations, alterations and improvements to the Premises made by the Lessee shall become the property of the Lessor on the term of the Agreement (save and except for the Lessee's goods, assets, fittings, equipments, chattels and effects of the Lessee from the Premises) unless the Lessee removes them and the Lessee shall have no right to compensation for such constructions, installations, or equipment.

19. Signage. The Lessee shall not place any sign, billboard, tower, signpost or any other sign or hang or place any laundry on the exterior of the Premises without obtaining the Lessor's prior written approval, such approval not to be unreasonably withheld.

20. Liability and Indemnification. The Lessor agrees to let, and use the Premises, to the Lessee and the Lessor shall indemnify the Lessee its officers, directors, agents and assigns from and against all damage costs, charges, expenses, actions, claims and demands, whether or not sustained, suffered, recovered or incurred by any person (including any person who may be injured when using or entering or near any part of the Premises) with the exception of any such damage or injury to property where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any servant, agent, invitee or licensee of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not.

21. Lessor's Access to Premises. Lessor, Lessor's agents or employees shall have the right to enter onto the Premises to inspect the Premises during the Term of an Extended Term lease providing 48 hours written notification to the Lessee, except in the case of emergency, the Lessor shall be entitled to access the Premises immediately with the security guards without the consent of the Lessee.

22. Power For Lessor To Deal With Premises, Adjoining Property And/Or The Building

22.1. The Lessor may deal with property belonging to the Lessor within or outside the Building including property adjoining or nearby to the Building and to erect or suffer to be erected on such property any buildings whatsoever whether or not as long as such buildings shall not affect or diminish the light or air which may now or at any time be enjoyed by the Lessee in respect of the Premises.

22.2 The Lessor shall have the right at all times without obtaining any consent from or making any arrangement with the Lessee to alter, reconstruct or modify in any way whatsoever or change the use of the parts of the Building the use of which is granted in common with other tenants, the means of access to and egress from the Premises are afforded and essential services are maintained at all times.

(a) Apply all the necessary measures to minimize the effect of the event of Force Majeure.

(b) Inform the other Party immediately, (or in case of failure to immediately inform, it should be no later than seven (7) days of an event of Force Majeure and indicate all the solution to its best efforts to minimize the influence of such event of Force Majeure.

(c) Failure to strictly comply with the foregoing requirement by the Affected Party may be considered as the breach of this Lease Agreement.

30.3 In case of Force Majeure, the duration of this Lease Agreement shall be extended to an additional period equivalent to the time of such event of Force Majeure during which the Affected Party could not perform its obligations hereunder. If after three (03) consecutive months from the date of such event of Force Majeure, the Affected Party could not remedy, any Party shall be entitled to terminate and liquidate this Lease Agreement.

31. **Arbitration.** If any dispute shall arise between the parties as to the interpretation of this Agreement or as to the rights, duties or liabilities of either party or as to any matter or thing of whatsoever nature arising hereunder or in connection herewith, the parties shall cooperate to reach an amicable resolution. If, after four (4) weeks from the notification of such dispute, the parties have been unable to resolve the dispute, the dispute shall be settled by existing Myanmar Arbitration Law.

## 32. Miscellaneous

32.1 The headings of this Lease Agreement are for convenience of reference only, and shall not define, modify or otherwise affect any of the provisions hereof.

32.2 The failure of either party hereto at any time to require performance by the other party of any of its obligations thereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such a provision or any breach of other provisions.

32.3 This Lease Agreement and any and all schedules and appendices attached to it constitute the entire agreement between the Parties, and supersedes any previous agreement, understanding, arrangement, communication or expression of intent, with respect to the subject matter hereof. No amendment or addition to this Lease Agreement shall be effective unless made in writing and signed by or on behalf of all Parties hereto.

32.4 This Lease Agreement shall be effective and binding on the Parties as from the Effective Date.

32.5 All documents and information (confidential information) conveyed between the parties relating to or for purpose of this agreement shall be deemed to be confidential in nature. The parties shall keep confidential such confidential information and use them only for the purpose of implementing this agreement. No party shall disclose to a third party the confidential information without the prior written consent of the other party except for the requirement by the applicable laws.

32.6 The Parties agree to assist and cooperate with each other during the implementation of this Agreement.

32.7 Neither Party shall transfer its rights nor obligations under this Agreement to a third party without prior consent of other party.

### 35. Mutual agreement of Landlord and Lessee

(1) The year of the agreement between the Landlord and the Lessee shall be 12 months. Each party shall appoint a representative for discussion, suggestion or cinema service level and management respectively. The parties also agree to jointly conduct a quarterly survey on the cinema services level, in which the services comprise the followings:-

- (1) cleanliness of the cinema; and
- (2) customer services (courtesy, speed of response & staff grooming): Interviewers to be audiences from Capital Thaketa cinema for at least 2 consecutive weekends;

Upon receipt of the customers' request/comment on cinema services level stated above, the Lessee shall attend and reply to the same within a reasonable period of 10 days and to take reasonable action within 14 days thereof.

In the event that there is a continuous of majority negative comment for a consecutive of 3 surveys on (i) the customer services-- the Lessee shall substitute the present staffs with new trained staffs. Lists of employees to be furnished; (ii) cleanliness--the Landlord may suggest a cleaning agency to be engaged by the Lessee for improvement purposes.

IN WITNESS WHEREOF: Lessor and Lessee hereby enter into and agree to the terms and conditions of this Agreement on the date first set out above.

LESSOR:  
For and on behalf of  
Capital Development Limited, by

Name: U Soe Tint  
Position: Director

WITNESS:

LESSEE:  
For and on behalf of  
ROYAL ACE MEGA CO. LTD.

Name: The Theint Wah  
Position: Managing Director

WITNESS:

excluding applicable Government Commercial/ Entertainment Tax), whichever is the lower

- 5th year : 10% Increment of 4th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax)
- 6th year : 10% Increment of 5th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax)
- 7th year : market value or Increment capped at 15% maximum of 6th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax), whichever is the lower
- 8th year : 15% Increment of 7th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax)
- 9th year : 15% Increment of 8th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax)
- 10th year : 15% Increment of 9th year + 5% of Total Box Office Collection excluding applicable Government Commercial/ Entertainment Tax)

Notwithstanding to the above, it is hereby agreed in the event that the average occupancy rate of the cinema admission on the 7th year is less than 40% of the total available seats, the rental for the 7th year shall be based on the higher of:-

- (i) a fixed rate of \$3/psf; or
- (ii) market value; or
- (iii) Increment capped at 25% maximum of 6th year + 5% of Total Box Office Collection minus Government Commercial/ Entertainment Tax [5%]

For the avoidance of doubt, if the occupancy rate of the cinema admission on the 7th year achieved 40%, the previous agreed rental on the third term as stated above is to be pursued.

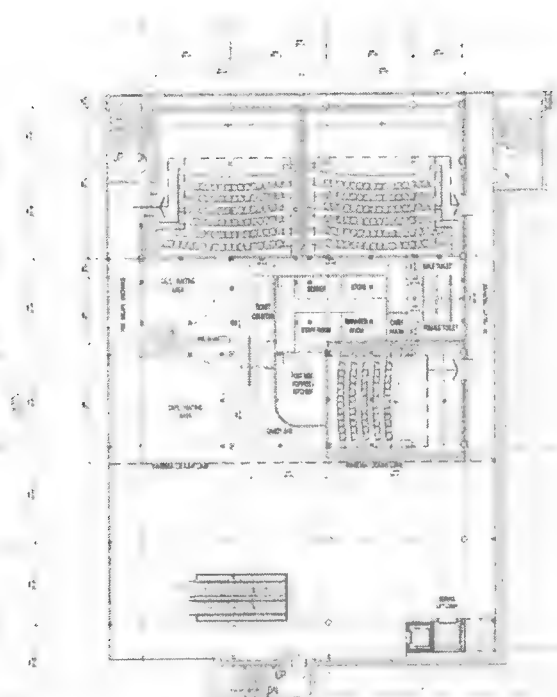
|    |  |  |
|----|--|--|
| 13 | Rent Increase                            | Not applicable unless in accordance with Item 12 of Appendix "A" above.  |
| 14 | Rent Commencement Date/Payment Term      | 4 months fit out period moratorium on rental from the Fitting Out Period.<br><br>6 months rental amount in advance upon signing of the lease and thereafter subsequent payment of 6 months rental amount before expiry of 6 months period. |
| 15 | Service Charge                           | Not applicable   |
| 16 | Outgoing/ Service and Facilities charges | 200 MMK per square foot for Maintenance Charges Electricity (Government Utility), water, HVAC, telephone and facsimile shall be billed to and borne by the Lessee.   |
| 17 | Security Deposit                         | Three (3 months) security deposit  |

Appendix II: Location of Premises

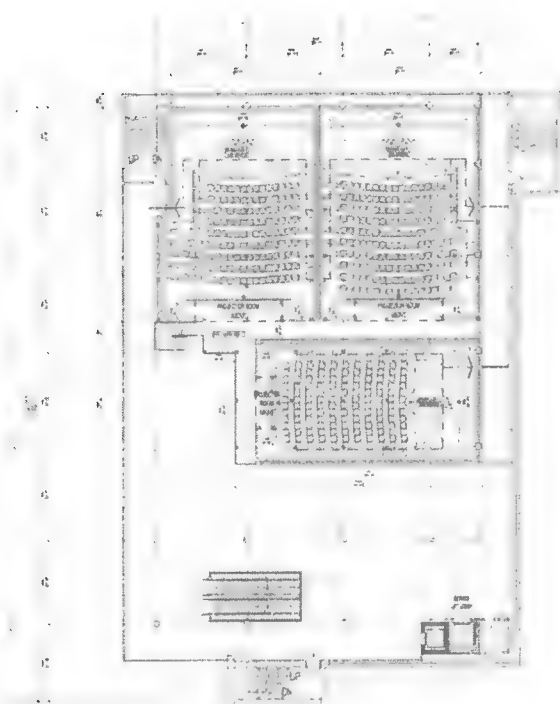
No. 14E, Aungmye Wile & Minnanda Road, Dawbon Township, Yangon, Myanmar. (Capital Hypermarket Extension)



Capital Hypermarket Extension



CINEMA BOX OFFICE LEVEL REV-B - 04 / 04 / 2016



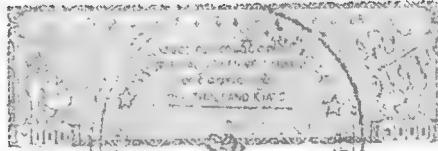
CINEMA ENTRY LEVEL

REV-B - 04 / 04 / 2016



## Google Maps Capital Hypermarket





ပြေငှားစာချုပ်

-5 APR 2000

၁၉- ၃၃၈ (ပြေငှား) အမှုတွဲ အမှတ် \_\_\_\_\_ အရ၊ ထုတ်ပေးသည်။

ဤပြေငှားစာချုပ်ကို နိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။) အငှားချထားသူ ဆိုသည့် ကားလုပ်တွင် မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ အဆိုပါဌာနက လွှဲပြောင်းပေးသည့် (

နှင့် \_\_\_\_\_ မြို့ရွာ နှင့် \_\_\_\_\_ ၏၊ သား \_\_\_\_\_ သမီး \_\_\_\_\_  
\_\_\_\_\_ (နောက်တွင် "အငှား စာချုပ်ရသူ"  
\_\_\_\_\_ အမျိုးသား/မိန်းမ/အခြား \_\_\_\_\_  
ဟု ရည်ညွှန်းသည်။) \_\_\_\_\_ နှင့် \_\_\_\_\_ ရက်နေ့၊ ၁၉ \_\_\_\_\_ ခုနှစ်၊  
\_\_\_\_\_ (ရက်) တွင် ဆောက်လုပ်အတိုင်း ပြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်-ချုပ်ဆိုမှု-နောက်တွင် သတ်မှတ်ထားသည့် ပြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင် ပြေငှား ခံရသူများကို ပြေငှားကြောင်းလည်းကောင်း၊ ဆောက်လုပ်ရေးဦးစီးဌာနမှ ပြေငှားသော ပြေငှားကုန် အားလုံးကို ပြေငှားကုန်နှင့် သက်ဆိုင်သော မိုင်ခိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာခွင့်ခွင့်၊ စသော သက်သာခွင့်များနှင့် အခြား အခွင့်အရေးများကို တာဝန်ယူထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါပြေငှားကုန်အတွင်း ပြေငှားပေါ်ပြေငှားခကို အငှားတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ ပြေငှားပစ္စည်းများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်းဖြင့် ပြေငှားခကို ဖန်တီးပေးရမည်။ သယ်ဆောင်ရာ၌ အဆိုပါပြေငှားကုန်၏ ပျက်စီးမှုနှင့် ပြေငှားကုန်ပျက်စီးမှုများကို အငှားစာချုပ်ရသူအား သင်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငှားစာချုပ်ရသူအား လျော်ကြေးကို တည်ဆဲဗဟိုဘဏ်၊ အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၊ အငှားစာချုပ်ရသူအား ပြေငှားခချက်နှင့် ပြေငှားခသေချာစာချုပ်အောက်တွင် ခန့်မှန်းနိုင်သော စရိတ် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ဤစာချုပ်-ချုပ်ဆိုမှုသည် ၇-၄-၂၀၀၀ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြား အတွက် ဖက်ဒရယ်နှင့် ပြေငှားစာချုပ်ရသူအား အဆိုပါပြေငှားကုန်ကို ပြေငှားချထားသည်။

မူပိုင်ခွင့် ပြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၁၀၀၇ ခုနှစ်၊ \_\_\_\_\_ လ \_\_\_\_\_ ရက်နေ့၊ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် \_\_\_\_\_ ပြား \_\_\_\_\_ ( ) တိတိကို နံနက် ၁၀-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် နံနက် ၁၀-ရက်နေ့တွင် လည်းကောင်း၊ ခြေလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ခြေ ၁-ရက်နေ့တွင် နံနက် ၁၀-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် နံနက် ၁၀-ရက်နေ့တွင် လည်းကောင်း၊ ဆောက်လုပ်ကာလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဆောက်လုပ်ကာလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဤတိုင် ပေးဆောင်ရမည့် ပြေငှားခသို့ ပြေငှားခချက်အောက်တွင် ကာလအပိုင်းအခြား ၏ ၇၀ ပာဆင့်ခန့်နှင့် တစ်လတစ်ဆယ့်ငါးနှစ်စတုတ္ထတစ်ဆယ့် ငါးနှစ်အတွက် အပို ၃-တွင် ပြေငှားခထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် ပြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

Handwritten signature and date.

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နှိုင်းတစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည် နည်းလမ်းအတိုင်း အငှားကုန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစွဲပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နှိုင်းတစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နှိုင်းတစ်စာကို ပြဆိုသည့်နည်းလမ်းအတိုင်းပင် ဖြစ်ပြီး ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြောကျွန်းရုံနေသေးသော ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားပေးနိုင်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားပေးနိုင်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ဖျက်ကွက်သည်အတွက် နှစ်နာမူကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကုန်ကျနေသေးသော ကာလအပို အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံကို အဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ဖျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူသည် တာဝန်မရှိသည့် အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးဖျက်စီးခြင်းအတွက် မှတ်တမ်း၊ အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ဖျက်ဆီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြုလုပ်သည့်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကို မူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) ( ) ခုနှစ်၊ ( ) လ ( ) ရက်နေ့မှစ၍ ပထမတစ်ဆယ့်ငါးနှစ် ကုန်ဆုံး သည် အခါ ဒုတိယတစ်ဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတစ်ဆယ့်ငါးနှစ်ကုန်ဆုံးသည်အခါ တတိယတစ်ဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတစ်ဆယ့်ငါးနှစ်ကုန်ဆုံးသည်အခါ စတုတ္ထတစ်ဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄- အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆံသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါ အခြားပြဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြုလုပ်သည့်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခပြင်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားတင်သောအခါ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လအတွင်း နောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။



Dated this

day of

2018

DEED OF NOVATION CUM ASSIGNMENT

BETWEEN

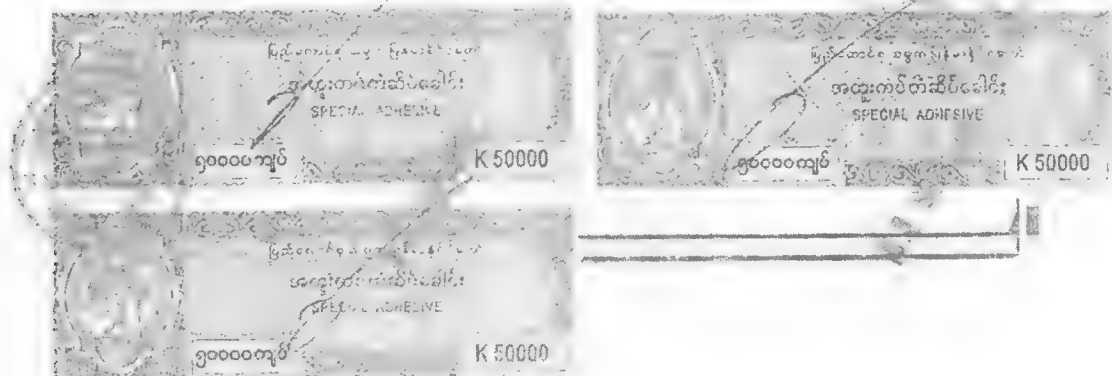
CAPITAL DEVELOPMENT LIMITED  
"the Lessor"

AND

ROYAL ACE MEGA CO., LTD  
"the Original Lessee"

AND

MYANMAR CINEMATIC CO., LTD  
"the New Lessee"



**THIS DEED** is made this                      day of

**BETWEEN**

**CAPITAL DEVELOPMENT LIMITED**, company  
the laws of Myanmar, having its registered office  
Pagoda Road, Bahan Township, Yangon, Myanmar  
citizen of Myanmar holding NRC number 12/Ma Ka  
called "the Lessor") of the first part;

**AND**

**ROYAL ACE MEGA CO., LTD.** a company incor-  
laws of Myanmar, having its business office address at No 7 Thalwin Road, Kamaryut  
Township, Yangon, Myanmar, represented by Ms. Moe Nway Oo -Director, a citizen  
of Myanmar holding NRC number 12/KA MA YA (N) 058235 (hereinafter called  
"the Original Lessee") of the second part;

**AND**

**MYANMAR CINEMATIC CO., LTD.** a company incorporated and existing under  
the laws of Myanmar, having its business office address at Level 8 Room 5 Crystal  
Tower Office, Between Pyay Road and Kyun Taw Road, Kamaryut Township,  
Yangon, Myanmar (hereinafter called "the New Lessee") of the third part

**WHEREAS:-**

- A. By a Retail Lease Agreement dated 1<sup>st</sup> February 2017 (hereinafter called "the Lease Agreement") made between the Lessor of the one part and the Original Lessee of the other part, the Lessor agreed to grant unto the Original Lessee and the Original Lessee agreed to take a lease of all that demised premises at Level 4 of Capital Hypermarket Dawbon (extension building) located at No. 14E, Ayeyar Wit & Minnanda Road, Dawbon Township, Yangon, Myanmar measuring in area approximately 10,796 square feet as the same is specified in the attached layout annexed to the First Schedule hereto (hereinafter called "the Demised Premises") for a term of Ten (10) years commencing from the Lease Commencement Date (as defined in the Lease Agreement) and subject to the covenants, terms and conditions therein set forth.
- B. At the requests of the Original Lessee and the New Lessee, the Lessor has agreed to the novation of the Lease Agreement and to the substitution of the New Lessee in place of the Original Lessee as a party to the Lease Agreement. The Original Lessee shall be released and discharged from the Lease Agreement and the New Lessee has agreed to undertake to perform and to be bound by all the terms and conditions of the Lease Agreement in place of the Original Lessee and subject to the terms and conditions contained herein.

- C. The Original Lessee has agreed to assign absolutely unto the New Lessee all its rights, title, liabilities, obligation, duties, responsibilities, interest and benefit in and to the Demised Premises and under the Lease Agreement and to be released and discharged from the Lease Agreement and the New Lessee has agreed to undertake to perform and to be bound by all the terms and conditions of the Lease Agreement in place of the Original Lessee and subject to the terms and conditions contained herein.

**NOW THIS DEED WITNESSETH** as follows:-

**1. NOVATION CUM ASSIGNMENT**

In consideration of the New Lessee assuming the entire responsibilities for and undertaking to carry out, discharge and perform all whatsoever agreements, conditions, covenants, liabilities, stipulations and terms on the part of the Original Lessee contained in the Lease Agreement, the Original Lessee hereby absolutely assigns transfers and conveys to and holds the same unto the New Lessee absolutely all whatsoever rights, title, interests, benefits, remedies, obligations and liabilities of the Original Lessee in and to the said Demised Premises under or pursuant to the Lease Agreement upon the terms and conditions contained hereinafter.

**2. ACKNOWLEDGEMENT BY THE LESSOR**

- (a) In consideration of the New Lessee undertaking all whatsoever obligations and liabilities on the part of the Original Lessee expressed in the Lease Agreement and to discharge the same and observe perform and carry out all the agreements covenants stipulations terms and conditions on the part of the Original Lessee in the Lease Agreement, the Lessor hereby accepts and acknowledge the liability of the New Lessee under the Lease Agreement in lieu of the liability of the Original Lessee. The Lessor hereby acknowledges and accepts that from the date of this Deed, the New Lessee shall be treated in every way as if the New Lessee were named in the Lease Agreement as a party thereto in place of the Original Lessee.
- (b) The Lessor represents and warrants that:-
- (i) it has made no prior transfer (whether by way of security or otherwise) of any interest or obligation in or under the Lease Agreement; and
  - (ii) as of the date hereof, all obligations of the Original Lessee under the Lease Agreement required to be performed on or before the date hereof have been fulfilled.

**3. THE ORIGINAL LESSEE'S COVENANTS**

- (a) The Original Lessee hereby expressly agrees and confirms that henceforth the Original Lessee shall have no rights, interest or

benefits whatsoever in and to the Demised Premises thereon or any part thereof and the Original Lessee hereby expressly acknowledges that from the date of this Deed the New Lessee is the person entitled to the rights, interest and benefits in and to the Demised Premises as well as over the Lease Agreement.

- (b) The Original Lessee shall at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement, at the Original Lessee's request, to assigns transfers and conveys the lease of the Demised Premises and the Lease Agreement to the New Lessee from the date hereof.

#### 4. THE NEW LESSEE'S COVENANTS

- (a) The New Lessee hereby undertakes and covenants with the Lessor that the New Lessee shall perform all obligations and observe perform and comply with all the terms and conditions contained in the Lease Agreement.
- (b) The New Lessee shall at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement, at the New Lessee's request, to assigns transfers and conveys the tenancy of the Demised Premises and the Lease Agreement to the New Lessee from the date hereof.
- (c) In amplification and not in derogation of the matters hereinbefore expressed and set forth the parties hereto hereby expressly agree and confirm with each other that subject only to the express terms conditions and modifications herein contained, the New Lessee shall further assume all and sundry the obligations and liabilities and shall be entitled to all whatsoever rights, interest and benefits imposed upon or vested in the Original Lessee by under or pursuant to the Lease Agreement as fully and effectively as if the New Lessee had been the party to the Lease Agreement in place of the Original Lessee and each of the parties hereto severally covenants and undertakes to do all acts and execute all instruments necessary or expedient for the purpose of effecting the stipulations hereinbefore expressed.

#### 5. COMPLETION

This Deed shall be deemed completed upon the execution of this Deed by the parties and henceforth the New Lessee shall be governed by all the terms stipulations, agreements, covenants, provisions, restrictions and conditions contained in the Lease Agreement mutatis mutandis as if the New Lessee has been a party to the Lease Agreement in place of the Original Lessee.



**6. ENTIRE AGREEMENT**

- (a) The terms and conditions of this Novation Agreement represent the entire agreement between the Parties relating to the novation of the Lease Agreement. Except as specifically modified by this Novation Agreement, all the terms and conditions of the Lease Agreement shall remain in full force and effect.
- (b) Except as specifically provided herein, no provision in this Novation Agreement, or any action by the Parties herein prior to the date of this Novation Agreement, shall be construed as a waiver of any right under the Lease Agreement or any other agreement or applicable law against the other party, including without limitation, any right with respect to any default under the Lease Agreement.

**7. NOTICE**

Any notice required to be served hereunder shall be sufficiently served on the New Lessee if sent by prepaid registered post addressed to the New Lessee at its address stated herein and shall be sufficiently served on the Original Lessee if sent by prepaid registered post addressed to the Original Lessee at its address stated herein. Any notice shall be deemed to have been received by the addressees on the day in which it ought in the due course of post to have been delivered.

**8. STAMP DUTY**

Each party shall bear their own legal costs for the preparation of this Deed but the New Lessee shall be responsible for the payment of the stamp duty payable in respect of this Deed.

**9. BINDING ON SUCCESSORS**

This Deed shall be binding on the respective assigns, personal representatives and successors in title of the parties hereto and herein.

**10. GOVERNING LAW AND JURISDICTION**

This Novation Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar. In relation to any legal action or proceeding arising out of or in connection with this Novation Agreement, the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of the Union of Myanmar.

**11. DEFINITION**

In this Deed save and except where the context otherwise requires:-

- (a) The expressions "the Original Lessee" and "the New Lessee" include the respective successors, personal representatives and assigns of the

Original Lessee and the New Lessee, and where two or more persons are included in either expression the Deed binds such persons jointly and severally

- (b) Words importing the masculine gender also include the feminine and neuter gender.
- (c) Words importing the singular number also include the plural number and vice versa.

**( The remainder of this page is intentionally left blank)**

IN WITNESS WHEREOF the Parties have hereunto set their hands the day and the year first abovewritten.


**LESSOR:**

For and on behalf of  
**CAPITAL DEVELOPMENT  
LIMITED**

**DEVELOPMENT**

**ORIGINAL LESSEE:**


For and on behalf of  
**ROYAL ACE MEGA COMPANY  
LTD.**

  
Name: U Soe Tint  
Position: Director  
Name: Ms. Thael Thein Wah  
Position: Director

**WITNESS:**

  
Name: Pyae U Hto Aye  
Position:

**WITNESS:**

  
Name: Ms. Yap Mun Yue  
Passport No. A37537580

**NEW LESSEE:**

For and on behalf of  
**MYANMAR CINEMATIC CO., LTD.**

  
Name: Ms. Thael Theint Wah  
Position: Director

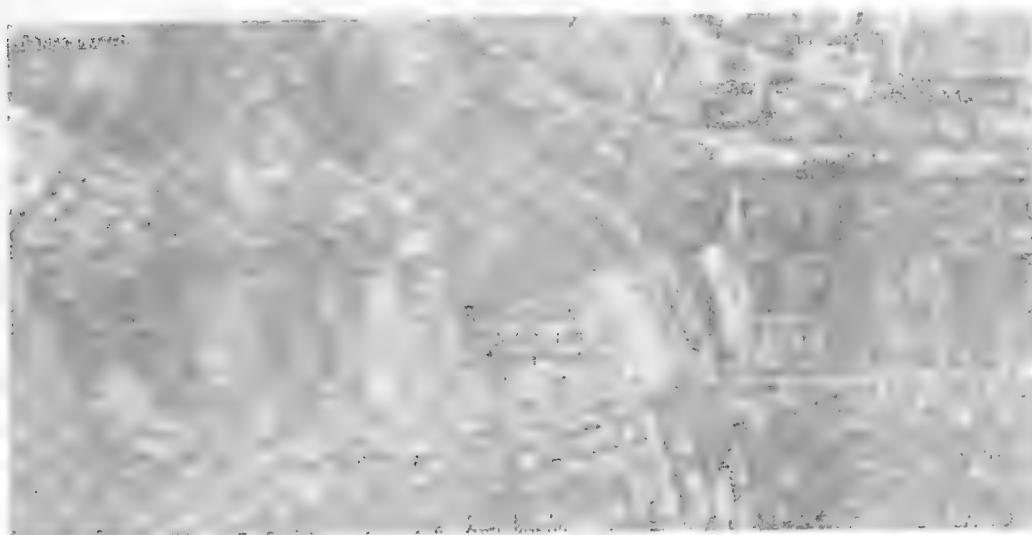
**WITNESS:**

  
Name: Ms. Yap Mun Yue  
Passport No. A37537580

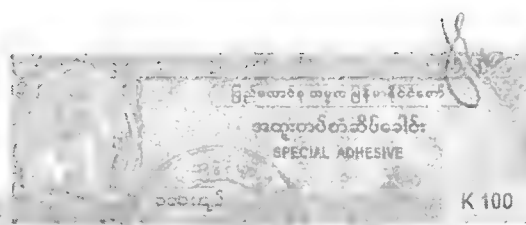
**FIRST SCHEDULE**

**"Demised Premises"**

**Level 4, No. 14E, Ayeyar Wit & Minnanda Road, Dawbon Township, Yangon,  
Myanmar. (Capital Hypermarket Extension)**



**Capital Hypermarket Extension**



Dated this                      day of                      2018

DEED OF NOVATION CUM ASSIGNMENT

BETWEEN

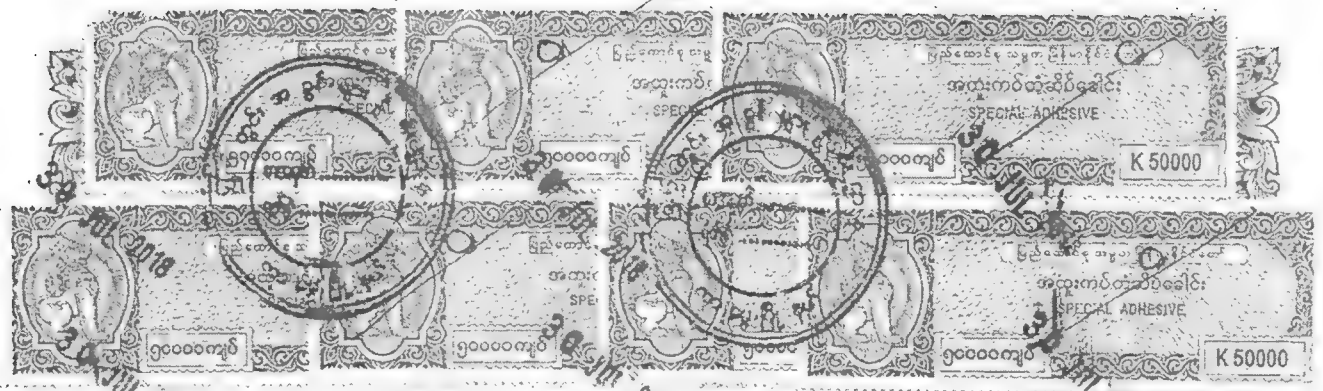
CAPITAL DEVELOPMENT LIMITED  
"the Lessor"

AND

ROYAL ACE MEGA CO., LTD  
"the Original Lessee"

AND

MYANMAR CINEMATIC CO., LTD  
"the New Lessee"



2018

**TAUNGGYI SHOPPING CENTER (CITY SQUARE) အဆောက်အအုံ**

**ရုပ်ရှင်ရုံနေရာငှားရမ်းခြင်း နှစ်ဦးသဘောတူပိုင်ညာဉ်စာချုပ်**

ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဇူလိုင်လ (၂၃)ရက်

အငှားချထားသူ ။ ။ ဦးစိုင်းဇော်ဇော် (၁၃/တကန(နိုင်)၀၁၀၂၁၆)  
(Director) THIHA Development Co.,Ltd.  
ဗိုလ်ချုပ်အောင်ဆန်းလမ်းနှင့်ရေထွက်ဦးလမ်းထောင့်  
ကန်ရှေ့ရပ်ကွက်၊ တောင်ကြီးမြို့။

ငှားရမ်းသူ ။ ။ ဒေါ်သဲသိမ့်ဝါ (၁၂/တရ(နိုင်) ၀၆၂၀၀၁)  
(Director) Royal Ace Mega Co.,Ltd  
အမှတ်(၇)၊ အင်းယားလမ်း၊ ကမာရွတ်မြို့နယ်  
ရန်ကုန်။

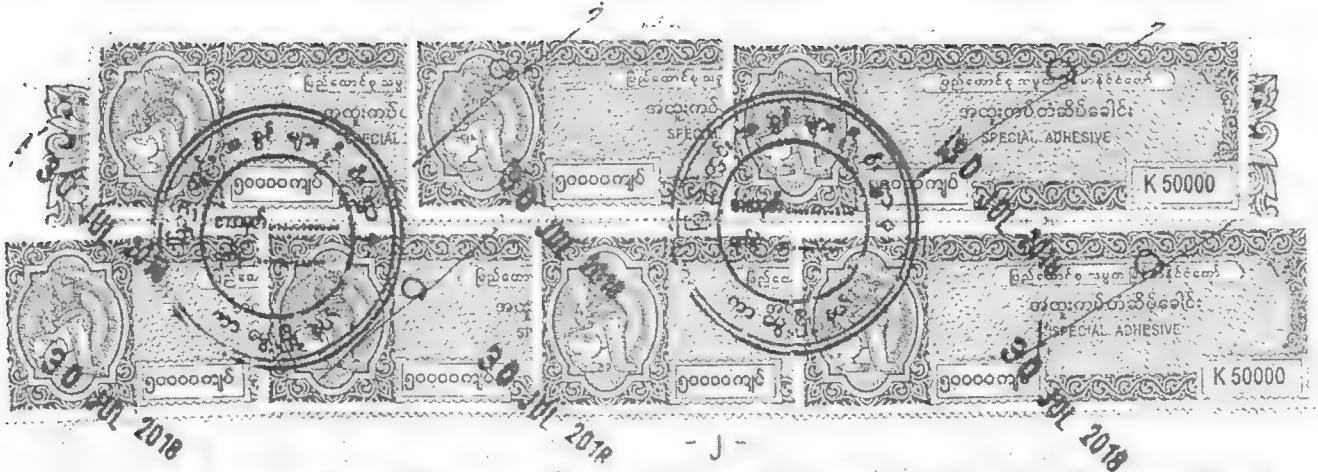
(အငှားချထားသူနှင့် ငှားရမ်းသူတို့အကြားတွင် ၎င်းတို့ကိုယ်တိုင်အသိသိအပြင် ၎င်းတို့၏တရားဝင်ကိုယ်စားလှယ်များ၊  
တာဝန်နှင့် လုပ်ပိုင်ခွင့်ကို စဉ်ဆက်မပြတ် ဆက်ခံကျင့်သုံးသူများလည်း ပါဝင်သည်တူမှတ်ယူရမည်။)

၁။ သိတိဉ်းမြို့တိုးတက်ရေးကမ္ဘာ့ဇီဝိတက်သည် တောင်ကြီးမြို့၌ TAUNGGYI SHOPPING CENTER (CITY SQUARE)  
ဟုခေါ်တွင်သည့် အဆောက်အအုံကို တည်ဆောက်လျက်ရှိပြီး အဆိုပါအဆောက်အအုံ၏ (၄)ထပ်ရှိ ရုပ်ရှင်ရုံအဖြစ် သတ်မှတ်  
ထားသောနေရာကို အငှားချထားသူက စိုက်ဆိုင်ပြီး အငှားချထားပိုင်ခွင့်ရှိသူဖြစ်ကြောင်းနှင့် အဆိုပါရုပ်ရှင်ရုံ  
သတ်မှတ်ထားသောနေရာအား အငှားချထားစဉ်ကာလအတွင်းနှင့် ငှားရမ်းသူ၏လုပ်ငန်းဆောင်ရွက်စဉ်ကာလအတွင်း ငှားရမ်းသူ၏  
ပြုလုပ်ပျက်ကွက်မှုကြောင့်မဟုတ်ဘဲ အငှားချထားသူ၏ ပြုလုပ်ပျက်ကွက်မှုကြောင့် ပြဿနာတစ်ခုတစ်ရာ ပေါ်ပေါက်လာပါက  
အငှားချထားသူက ပြဿနာပြီးခြင်းပြေလည်သည်အထိ မိမိလိုက်ဖြင့် ဖြေရှင်းပေးမည်ဖြစ်ကြောင်း တတိယလျှက် အထက်အမည်ပါ  
ငှားရမ်းသူအား ရုပ်ရှင်ရုံလုပ်ငန်းဆောင်ရွက်ရန်အတွက် အငှားချထားရန် ကမ်းလှမ်းပါသည်။

သို့ဖြစ်ပါ၍ နှစ်ဦးနှစ်ဖက်ညှိနှိုင်း သဘောတူညီချက်များအရ အောက်ပါစည်းကမ်းချက်များထားရှိရန် သဘောတူညီ  
ကြပါသည်။

**၂။ အငှားချထားသည့်နေရာ**

တောင်ကြီးမြို့၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်းနှင့် ရေထွက်ဦးလမ်းထောင့်၊ ကန်ရှေ့ရပ်ကွက်တွင် ဆောက်လုပ်လျက်ရှိသည့်  
TAUNGGYI SHOPPING CENTER (CITY SQUARE) ဟုခေါ်တွင်သည့် အဆောက်အအုံ၏ (၄)ထပ်၊ အကျယ်အဝန်း  
ဧရိယာစတုရန်းပေ (၉၁၄၃) ရှိ ရုပ်ရှင်ရုံနေရာ ကို ငှားရမ်းရန်ဖြစ်သည်။ ရုပ်ရှင်ရုံဧရိယာနှင့်ဆက်စပ်လျက်ရှိသည့် ရေအိမ်သာနှင့်



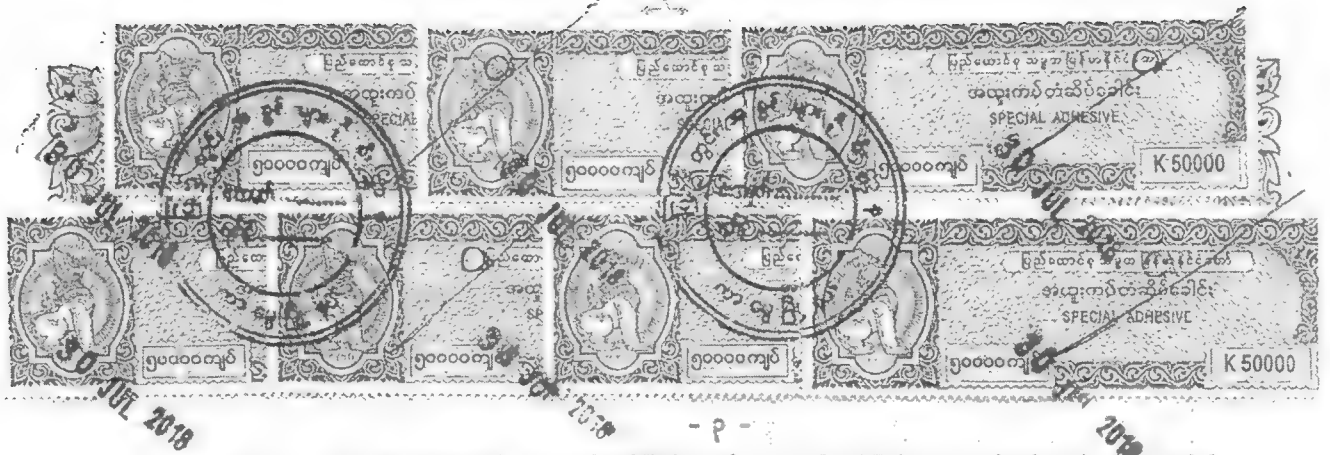
အခြားချထားသောနေရာများကို ဖော်ညွှန်းသည့် (နောက်ဆက်တွဲ-က)ကို ဤစာချုပ်၏ အစိတ်အပိုင်းအဖြစ် ပူးတွဲထားရှိပါသည်။

၃။ ငှားရမ်းတာလသတ်မှတ်ခြင်း

- (က) အခြားချထားသည့်တာလမှာ စုစုပေါင်း(၉)နှစ်နှင့် သက်တမ်းတိုးကာလအတွက် (၅)နှစ်ထပ်မံငှားရမ်းရန် နှစ်ဦးနှစ်ဖက်သဘောတူပါသည်။
- (ခ) ငှားရမ်းသူသည် ငှားရမ်းသည့်တာလ(၁၄)နှစ် ကုန်ဆုံးပြီးနောက် ဆက်လက်ငှားရမ်းလိုပါက ယင်းငှားရမ်း သည့်တာလမကုန်ဆုံးမီ(၁)နှစ်ကြိုတင်၍ စာဖြင့်အခြားချထားသူအား အကြောင်းကြားရမည်။
- (ဂ) ငှားရမ်းသည့်တာလ စတင်အကျိုးသက်ရောက်သည့်နေ့မှာ အခြားချထားသူမှ အခြားချထားသည့်နေရာကို ငှားရမ်းသူအားလက်ရောက်ပေးအပ်ပြီးနောက် အပိုင်း(၄)(ခ)ပါအတိုင်း (၂)ပါတ်အတွင်း M&E Drawing နှင့်တကွ အခြားချထားသူ၏ အတည်ပြုချက်ရယူပြီး လိုအပ်သောပြင်ဆင်မှုနှုန်းမံမှုပြုလုပ်ပြီးစီးပြီးနောက် ရပ်ရှင်ရုံစတင်ပွင့်လှစ်မည့် (၇.၇.၂၀၁၈) ရက်နေ့မှစ၍ (၁၄)နှစ်ပြည့်သည့်နေ့ထိဖြစ်ပါသည်။

၄။ ပြင်ဆင်တာလသတ်မှတ်ခြင်း။

- (က) အခြားချထားသူသည် အထက်အပိုင်း(၂)တွင် ဖော်ပြပါအခြားချထားသည့်နေရာကို ငှားရမ်းသူမှ လိုအပ်သော ပြင်ဆင်မှုများပြုလုပ်ရန်အတွက် ငှားရမ်းသူ၏လက်သို့ စာချုပ်ချုပ်သည့်နေ့တွင် ပေးအပ်ရန်ဖြစ်သည်။
- (ခ) ငှားရမ်းသူသည် အဆင့်မြင့်ရပ်ရှင်ရုံအင်္ဂါရပ်နှင့်ညီညွတ်မှုရှိစေရန် လိုအပ်သောပြင်ဆင်မှုအတွက် ပုံစံ (Plan) ခံချိန်ဝဲညွှန်းနှင့် M&E Drawing တို့အား စာချုပ်ချုပ်ဆိုပြီး (၂)ပတ်အတွင်း အခြားချထားသူထံ တင်ပြညှိနှိုင်းအတည်ပြုချက်ရယူပြီး မိမိ၏ကုန်ကျစရိတ်ဖြင့် ပြင်ဆင်မှုများပြုလုပ်ရန်ဖြစ်သည်။
- (ဂ) အခြားချထားသူမှ အခြားချထားသည့်နေရာကို ငှားရမ်းသူအား လက်ရောက်ပေးအပ်သည့်နေ့မှစ၍ လိုအပ် သောအဆင့်မြင့် ပြင်ဆင်မှုများ ပြုလုပ်ရန်ဖြစ်ပါသည်။
- (ဃ) ပြင်ဆင်မှုများဆောင်ရွက်ရာတွင် အခြားချထားသူမှ ပြုလုပ်ထားပြီးဖြစ်သော လျှပ်စစ်လိုင်း၊ ဂေ့လိုင်း၊ အေးယားကွန်းလိုင်း နှင့်ကြမ်းစင်းများအား မထိခိုက်စေဘဲ ဆောင်ရွက်ရန်ဖြစ်သည်။ ထိခိုက်ပျက်စီးမှုများရှိလျှင် ငှားရမ်းသူမှ မိမိစရိတ်ငွေဖြင့် နုတ်မူလအတိုင်းဖြစ်အောင် တာဝန်ယူဆောင်ရွက်ပေးရမည်။
- (င) ငှားရမ်းသူသည် ဤစာချုပ် (နောက်ဆက်တွဲ-က)ပါအခြားချထားသည့်ဧရိယာကို ပြုပြင်ခြင်း မရှိလျှင်ဖြစ်စေ၊ ငှားရမ်းခြင်းမပြု လျှင်ဖြစ်စေ၊ ငှားရမ်းသည့်နေရာတွင် ရပ်ရှင်ရုံကို အကြောင်းမဲ့ ဖွင့်လှစ်ခြင်းမရှိလျှင်ဖြစ်စေ

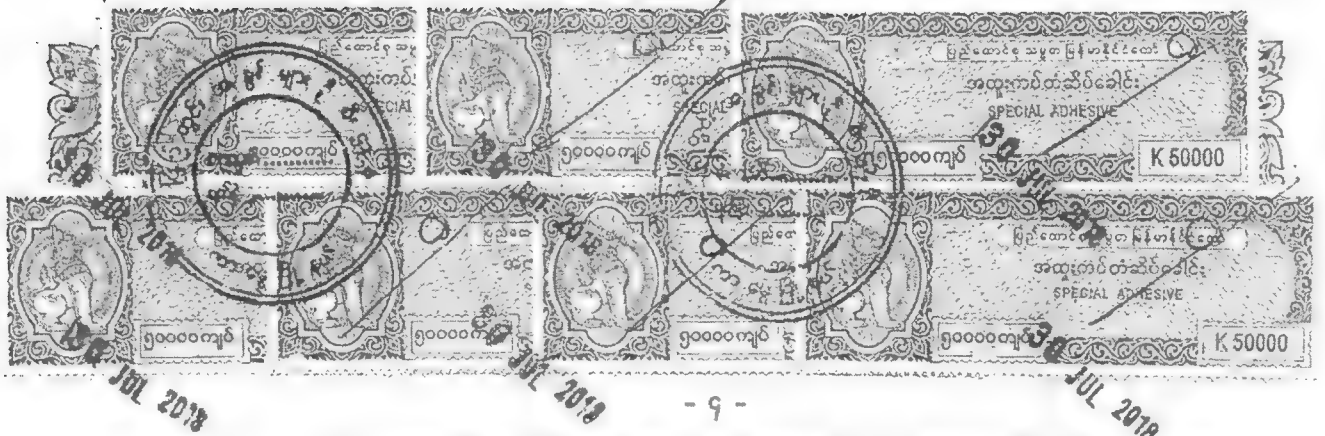


- (ဆ) အငှားချထားသူသည် ဆောက်လုပ်ပြီးစီးသည့် အထက်ဖော်ပြပါအဆောက်အဦးတွင် ဤစာချုပ်၏ (နောက်ဆက်တွဲ-က)၌ဖော်ပြထားသော ဧရိယာတစ်ခုခုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ငှားရမ်းသူအား အငှားချထားရန်ပျက်ကွက်ပါက ငှားရမ်းသူထံမှယူထားသော (၁)နှစ်ငှားရမ်းစငွေကို ငှားရမ်းသူသို့ ပြန်လည် ထုတ်ပေးရမည်။

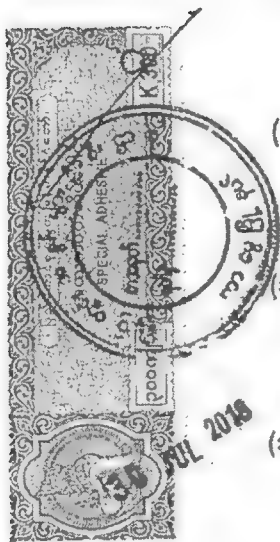
### ၅။ ငှားရမ်းသတ်မှတ်ခြင်းနှင့် ပေးချေခြင်း

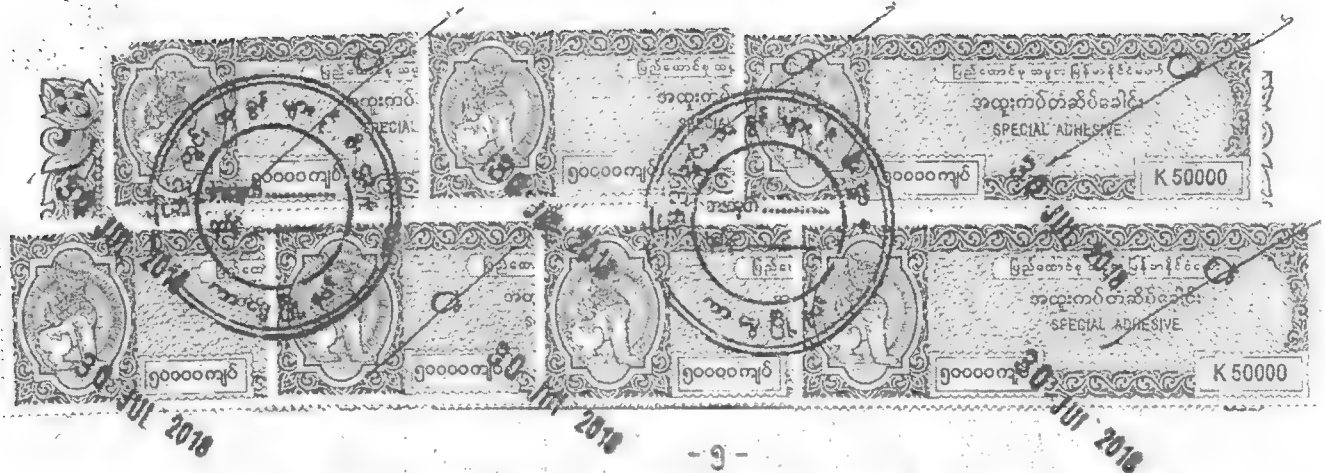
- (က) စတင်ငှားရမ်းသည့်ကာလ ပထမနှစ်အတွက် ရပ်ရှင်ရံဧရိယာ စတုရန်းပေ (၉၁၄၃)အား
- (၁)စတုရန်းပေလျှင် ငွေကျပ် (၁၆၀၀)နှုန်းဖြင့် တစ်လလျှင် ငွေကျပ် (၁၄၆၂၈၈၀၀) ခြံငှားရမ်းရန် သတ်မှတ်သဘောတူကြပါသည်။
- (ခ) ငှားရမ်းသတ်မှတ်သည့်တစ်လလျှင်ငွေကျပ် ၁၄၆၂၈၈၀၀ နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်းငွေကျပ် ၁၇၅၅၄၅၆၀၀ ကို အငှားချထားသူ၏ ဘဏ်စာရင်းနံပါတ် (053 501 999 159 895 01) သို့ တချုပ်ချုပ်ဆိုသည့် နေ့တွင် ပေးသွင်းရန် သဘောတူပါသည်။
- (ဂ) ငှားရမ်းကာလ ဒုတိယနှစ်မှစတင်၍ ငှားရမ်းခများကို နှစ်စဉ် ၁၂% တိုးမြှင့်သတ်မှတ်မည်ဖြစ်ပါသည်။ ငှားရမ်းသည့် ဒုတိယနှစ်သက်တမ်းမှစတင်၍ ငှားရမ်းခကို (၁)နှစ် (၁)ကြိမ် ပေးချေရန်သဘောတူပါသည်။ (ငှားရမ်းခငွေများကိုသတ်မှတ်ရက်မှစတင်၍ နောက်ရုံးဖွင့်ရက်(၇)ရက်အတွင်း ပေးချေရန်ဖြစ်ပါသည်။)
- (၁) ဒုတိယနှစ်သက်တမ်းမှာ (၇-၇-၂၀၁၉)နေ့မှ (၆-၇-၂၀၂၀)နေ့ထိ ဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင်ငွေကျပ် (၁၆၃၀၄၂၆)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း ငွေကျပ် (၁၉၆၆၁၀၀၇)ကို (၇.၅.၂၀၁၉) ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၂) တတိယနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၀) နေ့မှ (၆-၇-၂၀၂၁)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၁၇၃၅၀၃၆၇)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၂၂၀၂၀၄၄၀၀) ကို (၇.၅.၂၀၂၁)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၃) စတုတ္ထနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၁)နေ့မှ (၆-၇-၂၀၂၂)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ်(၂၀၅၅၂၄၁)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၂၄၆၆၂၀၉၂၃) ကို (၇.၅.၂၀၂၁) ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၄) ပဉ္စမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၂)နေ့မှ (၆-၇-၂၀၂၃)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ်(၂၃၁၁၀၇၀၀)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၂၇၆၂၂၄၄၀၀)ကို (၇.၅.၂၀၂၂)





- (၅) ဆဋ္ဌမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၃) နေ့မှ (၆-၇-၂၀၂၄)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၂၅၇၀၉၄၄)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၃၀၉၃၇၃၂၀)ကို (၇.၅.၂၀၂၃)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၆) သတ္တမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၄) နေ့မှ (၆-၇-၂၀၂၅)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင်ငွေကျပ် (၂၈၈၇၆၅၇)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၃၄၆၄၉၅၈၈)ကို (၇.၅.၂၀၂၄)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၇) အဋ္ဌမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၅) နေ့မှ (၆-၇-၂၀၂၆)နေ့ထိဖြစ်ပြီးငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၃၂၃၉၆၁၆)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၃၈၀၀၇၅၃၉၄) ကို (၇.၅.၂၀၂၅) ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၈) နဝမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၆) နေ့မှ (၆-၇-၂၀၂၇)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၃၆၂၂၃၇၀)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၄၃၆၄၄၄၄၁)ကို (၇.၅.၂၀၂၆) ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၉) အသမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၇) နေ့မှ (၆-၇-၂၀၂၈)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၄၀၅၆၆၈၁၅)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၄၈၆၀၀၁၇၇၄)ကို (၇.၅.၂၀၂၇)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၁၀) ကောသမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၈) နေ့မှ (၆-၇-၂၀၂၉)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၄၅၄၄၄၀၂)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၅၄၅၂၇၉၈၇)ကို (၇.၅.၂၀၂၈)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၁၁) နှစ်သမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၂၉) နေ့မှ (၆-၇-၂၀၃၀)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၅၀၈၈၇၀၂)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၆၁၀၆၄၄၁၄၆)ကို (၇.၅.၂၀၂၉)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၁၂) တေရသမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၃၀) နေ့မှ (၆-၇-၂၀၃၁)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၅၆၉၉၃၄၅၄)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၆၈၃၉၂၁၄၄၃)ကို (၇.၅.၂၀၃၀)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။
- (၁၃) စုဒ္ဓသမနှစ်သက်တမ်းမှာ (၇-၇-၂၀၃၁) နေ့မှ (၆-၇-၂၀၃၂)နေ့ထိဖြစ်ပြီး ငှားရမ်းခငွေမှာ တစ်လလျှင် ငွေကျပ် (၆၃၈၃၆၆၈)နှုန်းဖြင့် တစ်နှစ်စာအတွက် စုစုပေါင်း (၇၆၅၉၉၂၁၁၆)ကို (၇.၅.၂၀၃၁)ရက်နေ့တွင် ပေးချေရန်ဖြစ်ပါသည်။



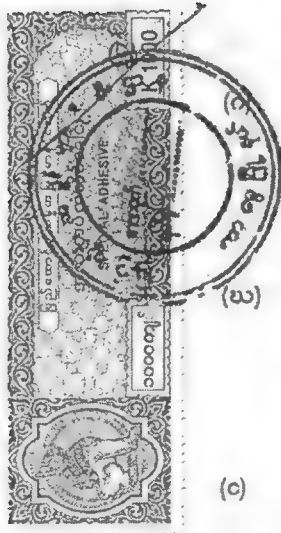


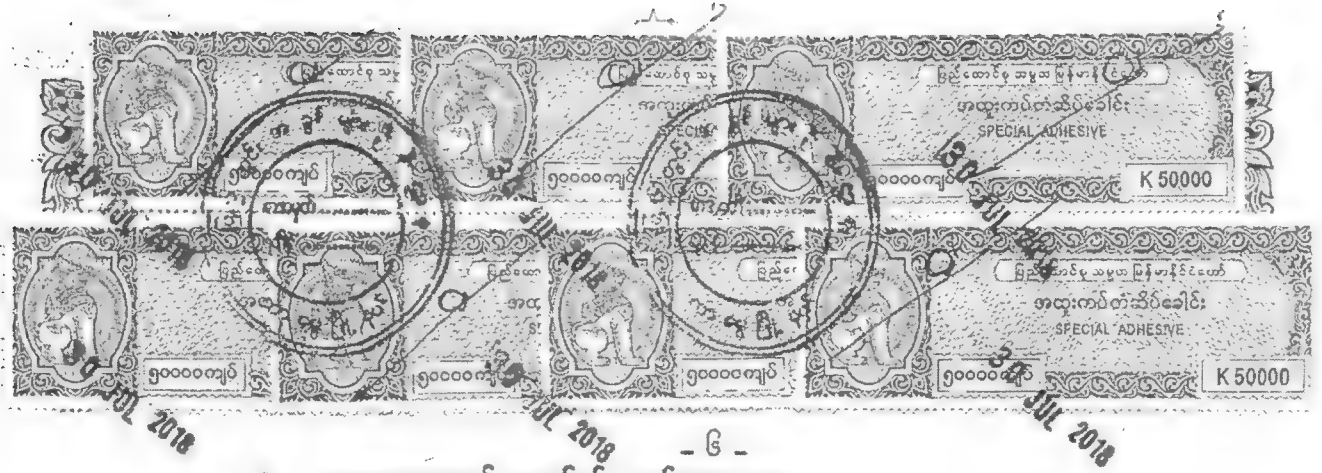
- ၅ -

- (၁၅) (ငှားရမ်းခငွေများကို သတ်မှတ်ရက်မှစတင်၍ နောက်ဆုံးရုံးပွင့်ရက် (၇)ရက်အတွင်း ပေးချေရန် ဖြစ်ပါသည်။) ပေးသွင်းရန်ပျက်ကွက်ပါက နောက်ကျကြေးအဖြစ် တစ်ရက်လျှင် တစ်စုတာ ငှားရမ်းခ၏ (၂%) ရာခိုင်နှုန်းဖြင့် ကျော်လွန်သောရက်များအတွက် ထပ်ဆောင်းပေးရမည်ဖြစ်သည်။
- (ဃ) ငှားရမ်းခပေးရန် (၆)လထက်ပို၍ နောက်ကျပျက်ကွက်ခဲ့လျှင်သော်လည်းကောင်း ၊ ငှားရမ်းသူမှ အငှားချထားသူအားပေးရန်ရှိသည့် ငှားရမ်းခပြုပြင်ထိန်းသိမ်းစရိတ်နှင့် အခြားလိုအပ်သည့် အထွေထွေစရိတ်များ ပေးချေခြင်းမရှိခဲ့လျှင်သော်လည်းကောင်း ၊ အငှားချထားသူထံသို့ ပေးရန် ရှိသည်များကို ပေးချေပြီးမှသာလျှင် ငှားရမ်းသူဘက်မှ တပ်ဆင်ထားသော ရုပ်ရှင်လုပ်ငန်းနှင့် ပတ်သက်သည့် စက်ပစ္စည်းများ ဆက်စပ်ပစ္စည်းများအား ရယူနိုင်မည်ဖြစ်ပါသည်။

**၆။ လျှပ်စစ်မီတာခနှင့် ရေခွန်ပေးဆောင်ခြင်း**

- (က) ရုပ်ရှင်ရုံအတွင်းနှင့် ရုပ်ရှင်ရုံပြင်ပတွင်ငှားရမ်းသူက အသုံးပြုသည့်လျှပ်စစ်ဓါတ်အားခများအတွက် ငှားရမ်းသူ သည်လစဉ် လဆန်း(၇)ရက်နေ့ထက် နောက်မကျစေဘဲ Taunggyi Shopping Centre ( City Square ) စီမံရေးရာဌာနသို့ လျှပ်စစ်ဓါတ်အားခများကို ငွေသားဖြင့်ပျက်မတွက်ပေးဆောင်ရမည်။
- (ခ) မြန်မာ့လျှပ်စစ်ဓါတ်အားပေးရေးအဖွဲ့မှ ထုတ်လွှတ်မြန်မြန်သော လျှပ်စစ်ဓါတ်အားခကျသင့်ငွေများကို ပေးဆောင်မည်ဖြစ်ပြီး အကယ်၍ မီးဖျက်ချိန်တွင် Taunggyi Shopping Center (City Square) မှ Generator ကိုအသုံးပြုခဲ့ပါက ထိုကျသင့်သည့် ဓါတ်အားခကို ပေးဆောင်မည်ဖြစ်သည်။ အများသုံးမီးလုံခြုံရေးမီး၊ လျှောက်လမ်းမီး၊ ရေအိမ်သုံးမီးစက်လှေကားနှင့် အများနှင့်သက်ဆိုင်သောရေယာတွင် အသုံးပြုသော လေအေးပေးစက်များအတွက် ကျသင့်သော လျှပ်စစ်မီတာခများကို ငှားရမ်းသည့် ကြမ်းခင်း ဧရိယာအလိုက် အငှားချထားသူနှင့်ညှိနှိုင်းသဘောတူသည့် နှုန်းထားဖြင့် အများနှင့်အတူ အချိုးကျ ထည့်ဝင် ကျခံရမည်။
- (ဃ) ငှားရမ်းသည့်ရေယာအတွင်း ရေမီတာတပ်ဆင်အသုံးပြုပါကရိုးရိုးရေ (၁)ယူနစ်လျှင်(၁၀၀၀/-)ကျပ်နှုန်း(သို့) သန့်စင်ပြီးရေ(၁)ယူနစ်(၄၅၀)ကျပ်နှုန်းဖြင့်သုံးစွဲသည့်ယူနစ်အလိုက်ကျသင့်ငွေကို လစဉ်လဆန်း(၇)ရက်နေ့ ထက်နောက်မကျစေဘဲ ပေးချေရန်၊ နောက်ကျပါက (၁)ရက်လျှင် သတ်မှတ်ဒီဇင်ကြေး (၁၀%) ပေးဆောင် ရမည်။
- (င) အများနှင့်သက်ဆိုင်သောရေယာအတွင်း အသုံးပြုသော သန့်ရှင်းရေးနှင့်လုံခြုံရေးကိစ္စ ၊ စက်လှေကားနှင့် လေအေးပေးစက်များ ထိန်းသိမ်းပြုပြင်ခြင်း ၊ အများသုံးရေယာအတွက် Generator ထရန်စဖော်မာ စသည်တို့ကိုပြုပြင်စရိတ်၊ ထိန်းသိမ်းမှုစရိတ်၊ အရောင်းမြှင့်တင်ခြင်းနှင့် ကြော်ငြာစရိတ်တို့အတွက် အောက်ပါတစ်ခု ၉(က)တွင် သတ်မှတ်ထားသော နှုန်းထားအတိုင်း ကျသင့်ငွေကို လစဉ်လဆန်း (၇)ရက်



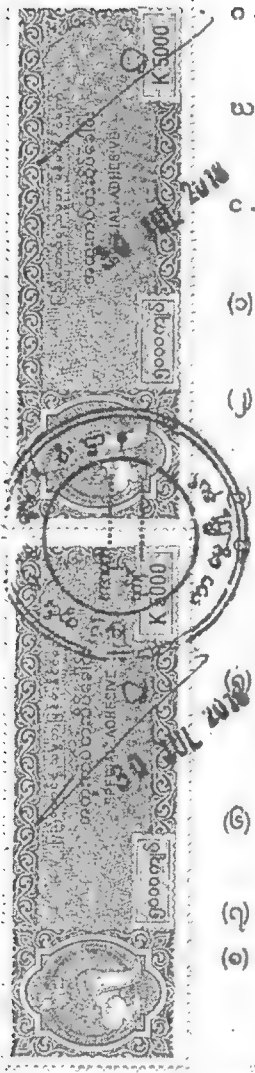


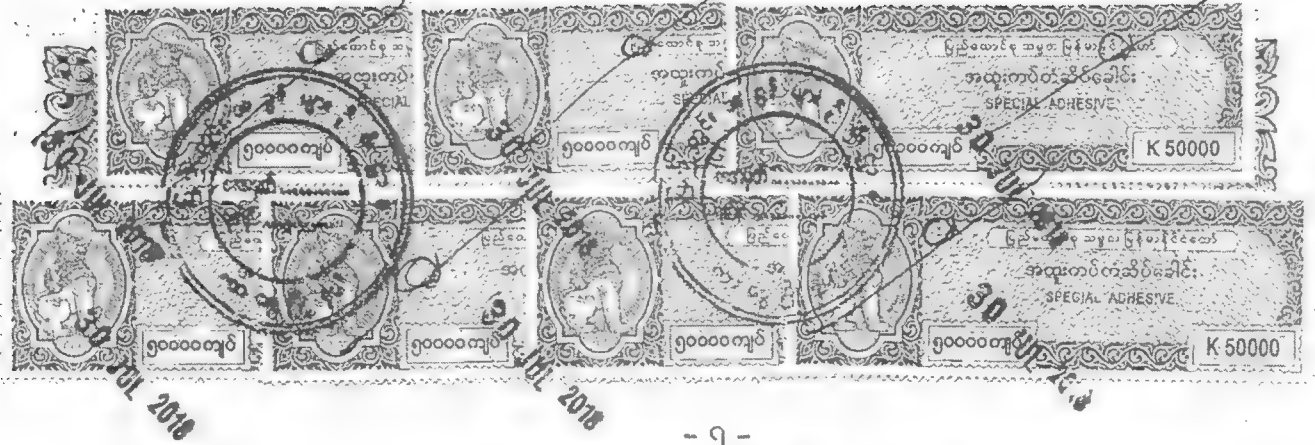
၇။ အငှားချထားသူ၏ တာဝန်နှင့် အခွင့်အရေးများ

- က- အငှားချထားသူသည် Shopping Centre တစ်ခုလုံး၏ အုပ်ချုပ်ပိမ့်ခန့်ခွဲမှုကို တာဝန်ယူ ကြီးကြပ် ကွပ်ကဲ ဆောင်ရွက်ရန်အတွက်ပိမ့်ရေးရာဌာနသီးခြားဖွဲ့စည်း၍ ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။
- ခ- Shopping Centre ဥပစာလုံခြုံရေး၊ သန့်ရှင်းရေး(ရုပ်ရှင်ရုံဧရိယာမပါ)၊ ရေ/လျှပ်စစ်ဆိုင်ရာနှင့် စက်မှုဆိုင်ရာ အတွက်လိုအပ်သောကျွမ်းကျင်ဝန်ထမ်းများကို အငှားချထားသူ၏ စရိတ်ဖြင့် သီးခြားခန့်ထားရန်ဖြစ်သည်။
- ဂ- ရေ၊ လျှပ်စစ်မီး၊ စက်လှေခါးများ၊ မီးစက်များ၊ လေအေးစက်များအချိန်ပြည့် အသုံးပြုနိုင်ရန်အတွက် စီစဉ် ဆောက်ရွက်ပေးရမည်ဖြစ်သည်။
- ဃ- ရန်သူမျိုးငါးပါးဘေးအန္တရာယ်နှင့် မမျှော်မှန်းနိုင်သော သဘောဝဘေးအန္တရာယ်ကြောင့် Shopping Centre ရှိငှားရမ်းသူ၏ပစ္စည်းပျက်စီးဆုံးရှုံးမှုအတွက် အငှားချထားသူတွင် တာဝန်မရှိစေရ။
- င- အငှားချထားသူသည် ငှားရမ်းသူ၏ ရုပ်ရှင်လုပ်ငန်း အဆင်ပြေချောစောစေရန်အတွက် အောက်ပါ အချက်အလက် များကိုပံ့ပိုးဆောင်ရွက်ပေးရန် သဘောတူပါသည်။
  - (၁) သက်ဆိုင်ရာအာဏာပိုင်အဖွဲ့အစည်းတစ်ရပ်ရပ်က ဥပဒေအရတားမြစ်ထားချက်မှအပ ရုပ်ရှင်ရုံကိုနေ့စဉ် နံနက် (၉)နာရီ မှ ည (၁၂)နာရီအတွင်း ဖွင့်လှစ်ခွင့်ပေးရန်။
  - (၂) Shopping Centre မိတ်ရက်များတွင် ရုပ်ရှင်ရုံဖွင့်လှစ်သည့် အချိန်အတွင်း Lift (၂)စီးကို ရုပ်ရှင်ရုံဖွင့်လှစ်ချိန်မှ ရုပ်ရှင်ရုံပိတ်သိမ်းချိန်ည (၁၂)နာရီအထိ အသုံးပြုခွင့်ပေးရန်။
- စ- ရုပ်ရှင်ရုံအတွက် ငှားရမ်းသူ၏ကိုယ်ပိုင်အသံလုံ မီးစက်ထားခွင့်ပေးရန်။
- ဆ- ရုပ်ရှင်ရုံမျက်နှာစာနေရာများတွင် သတ်မှတ်ခွင့်ပြုထားသည့် နေရာများ၌ ရုပ်ရှင်ကြော်ငြာဘုတ်များကို အခမဲ့တပ်ဆင်ခွင့်ပြုရန်။ ငှားရမ်းသူသည် LED တွင် ကြော်ငြာထည့်သွင်းလိုပါက သတ်မှတ်သည့် ဝန်ဆောင်ခအား သီးခြားထပ်မံပေးဆောင်ရမည်။
- ဇ- Shopping Centre ဖွင့်ရက်ဖြစ်စေ၊ မိတ်ရက်ဖြစ်စေ Shopping Centre မှတပ်ဆင်ထားသော Lift (၂)စီး အတွက် Shopping Centre ၏မီးလိုင်းမှမောင်းနှင် ပေးရန်နှင့် MEPE ဖိတ်အားပြတ်တောက်သည့်အခါများတွင် ရုပ်ရှင်ရုံမှဖွင့်လှစ်ထားသောအချိန်များတွင် ငှားရမ်းသူ၏ Generator ဖြင့်မောင်းနှင်အသုံးပြုခွင့်ပေးရန်။
- (၆) ငှားရမ်းသည့် ရုပ်ရှင်ရုံမျက်နှာစာဧရိယာအတွင်း၌ ရုပ်ရှင်အကြောင်းအရာပါသတင်းကုန်များ၊ ဖိတ်ပုံများ၊ အမှတ်တရပစ္စည်းများ၊ Snack Shop စသည်များကို ငှားရမ်းသူအား ဖွင့်လှစ်ရောင်းချခွင့်ပြုရန်။
- (၇) အငှားချထားသည့်ကာလအတွင်း ငှားရမ်းသူအား ရုပ်ရှင်ရုံလုပ်ငန်းကို အေးချမ်းစွာဆောင်ရွက်ခွင့်ပြုရန်။
- (၈) Mega Ace Cineplex ၏ အနီးတဝိုက်တွင် Mega Ace Cineplex ၏ Food and Beverages Counter မှ ရောင်းချမည့်ပစ္စည်းများ ( အထူးသဖြင့် ပေါက်ပေါက် Popcorn နှင့် အမျိုးအစားတူ ရောင်းချမည်ဆိုသည့်အခါများ ဖွင့်လှစ်ခြင်း မပြုရန်။

၈။ ငှားရမ်းသူ၏ တာဝန်နှင့် အခွင့်အရေးများ

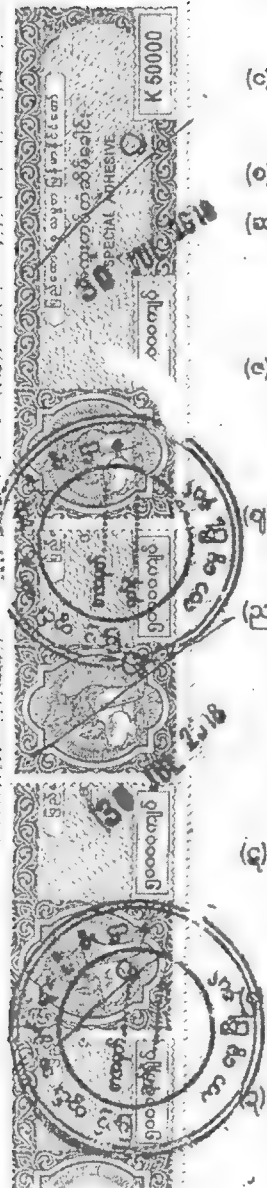
- (က) ငှားရမ်းသူအသုံးပြုရန်အတွက် လုံလောက်သော လျှပ်စစ်ဝန်အားကို အငှားချထားသူ၏ ပထမထပ်ရှိ



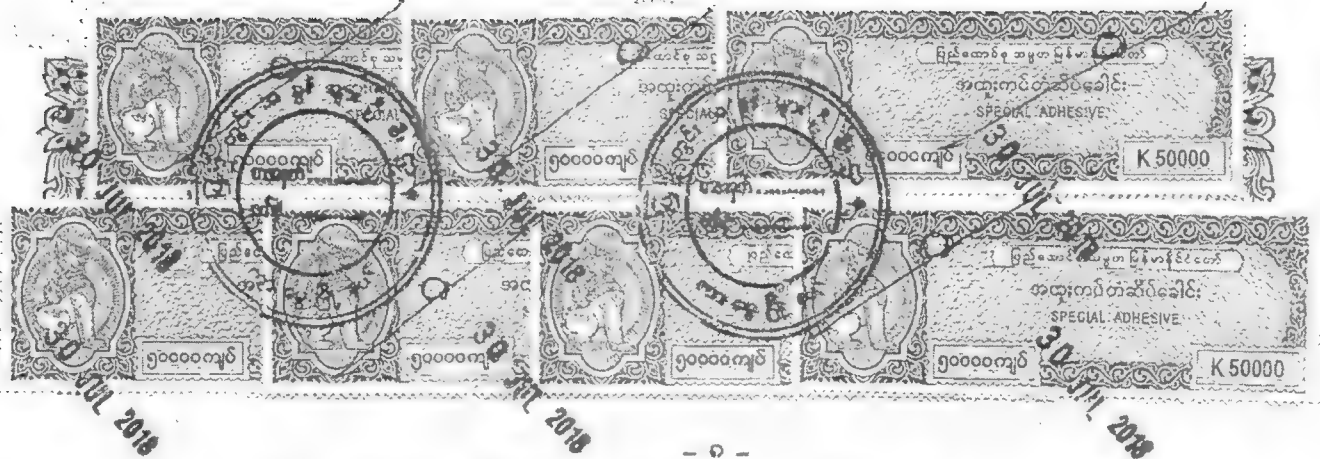


- ၇ -

- (ဂ) ငှားရမ်းသည့်ဧရိယာအတွင်း သန့်ရှင်းစေရန် မိမိစရိတ်ဖြင့် အမြဲဂရုစိုက်ဆောင်ရွက်ထားရှိရန်၊ အငှားချထားသူ၏ အစီအစဉ်ဖြင့်ပိုးမွှားကင်းရှင်းစေရန် ဆောင်ရွက်မှုကုန်ကျစရိတ်အတွက် ငှားရမ်းသည့်ကြမ်းခင်းဧရိယာ အလိုက်တည်ဝင်ရန်။
- (ဃ) ငှားရမ်းထားသည့်ဧရိယာအားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ထပ်ဆင့်ငှားရမ်းခြင်း၊ အခြားသူတစ်ပါးအားအသုံးပြု ခွင့်ပေးခြင်း၊ တစ်နည်းနည်းဖြင့် လွှဲပြောင်းပေးခြင်းမပြုရန်။
- (င) ဤစာချုပ်တွင် သတ်မှတ်ထားသောငှားရမ်းခနှင့် ထိန်းသိမ်းစရိတ်များကိုသတ်မှတ်ချိန်အတွင်း မပျက်မကွက်ပေးဆောင်ရန်။
- (စ) အငှားချထားသူမှလိုအပ်ချက်အရ အခါအားလျော်စွာချမှတ်သည့်စည်းကမ်းချက်များကို လိုက်နာရန်။
- (ဆ) ရုပ်ရှင်ရုပ်တံချိန်ညှိ(၁၂၄၅)နာရီနောက်ပိုင်း ဝန်ထမ်းများအားလုံး Shopping Centre ဥပစာအတွင်းမှ ထွက်ခွာပေးရန်၊ အကယ်၍ရုပ်ရှင်ရုံဝက်များ ပြုပြင်ထိန်းသိမ်းရန်အတွက် Shopping Centre မိတ်ချိန်ထက်ကျော်လွန်ပြီး ပြုလုပ်ပါက စီမံရေးရာဌာနထံ ကြိုတင်အကြောင်းကြားရန်။
- (ဇ) ငှားရမ်းသူ သို့မဟုတ် ငှားရမ်းသူ၏ဝန်ထမ်းတစ်ဦးဦး၏ပြုလုပ်မှု၊ ပျက်စီးမှု သို့မဟုတ် ပျက်ကွက်မှုသည် တည်ဆဲဥပဒေနှင့်ညီညွတ်စွာ အငှားချထားပိုင်ခွင့်ရှိသူနှင့် မသက်ဆိုင်စေဘဲ ငှားရမ်းသူကသာတာဝန်ယူဖြေရှင်းရန်။
- (ဈ) Shopping Centre မိတ်ချိန် ည(၉)နာရီနောက်ပိုင်း ရုပ်ရှင်ရုံအတွင်း လုံခြုံရေးတာဝန်များကို ငှားရမ်းသူမှတာဝန်ယူရန်။
- (ည) ငှားရမ်းသည့်ကာလအတွင်း ငှားရမ်းသူ သို့မဟုတ် ငှားရမ်းသူ၏ဝန်ထမ်းပေါ်ဆမှုကြောင့် ငှားရမ်းထားသည့်ဧရိယာ သို့မဟုတ် ဥပစာအတွင်းကြမ်းခင်းသော်လည်းကောင်း၊ အကာအရံသော်လည်းကောင်း မှန်ချပ်များသော်လည်းကောင်း ထိခိုက်ပျက်စီးဆုံးရှုံးမှုများရှိလျှင်ဖြစ်စေ၊ ငှားရမ်းသူစရိတ်ဖြင့် ကောင်းမွန်သည့်အထိ ပြန်လည်ပြုပြင်ပေးရန် သို့မဟုတ်စီမံရေးရာဌာန၏အစီအမံဖြင့် ပြန်လည်ပြုပြင်ရပါက ငှားရမ်းသူမှ ကုန်ကျစရိတ်ပေးဆောင်ရန်။
- (ဋ) ငှားရမ်းသူတိုယ်တိုင်ဖြစ်စေ၊ ငှားရမ်းသူ၏ဝန်ထမ်းဖြစ်စေ ငှားရမ်းသည့်ဧရိယာအတွင်း တည်ဆဲဥပဒေနှင့်ဆန့်ကျင်သောပစ္စည်းများ၊ သက်ဆိုင်ရာအခါအားလျော်စွာ တားမြစ်ထားသောပစ္စည်းများ၊ မီးလောင်ပေါက်ကွဲလွယ်သော ပစ္စည်းများကိုသိုလှောင်ထားခြင်း၊ ရောင်းချခြင်းမပြုလုပ်ရန်။
- (ဌ) မီးဘေးအန္တရာယ်ကာကွယ်ရေးအတွက် ငှားရမ်းသည့်ဧရိယာအတွင်း သက်ဆိုင်ရာမီးသတ်ဦးစီးဌာန၏ ညွှန်ကြားချက်များနှင့်အညီလိုက်နာ ဆောင်ရွက်ရန်။
- (ဍ) ငှားရမ်းသူ(သို့မဟုတ်) ငှားရမ်းသူ၏ဝန်ထမ်း(သို့မဟုတ်) ငှားရမ်းသူထံသို့ လာရောက်သောညည်နှင့်ခွင့်ပြုသူတစ်ဦးဦးပေါ်ဆမှု (သို့မဟုတ်) ပြုလုပ်မှု တစ်ရပ်ရပ်ကြောင့် မီးလောင်ကျွမ်းမှုဖြစ်ပွားပါက







- ၈ -

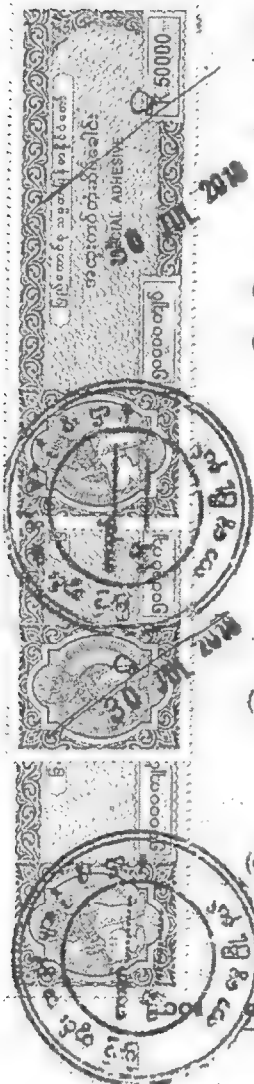
- (က) ငှားရမ်းသူသည် ရုပ်ရှင်ပြသသည့်အချိန်လောက် ဈေးကွက်ဖြင့်တင်ခြင်းနှင့်ပတ်သက်၍ လုပ်ဆောင်မည့် အစီအစဉ်၊ အန္တရာယ်ကင်းရှင်းရေး၊ လုံခြုံရေး၊ အုပ်ချုပ်ရေးနှင့်ပတ်သက်၍ စီမံချက်များရေးဆွဲထားရှိရမည်။

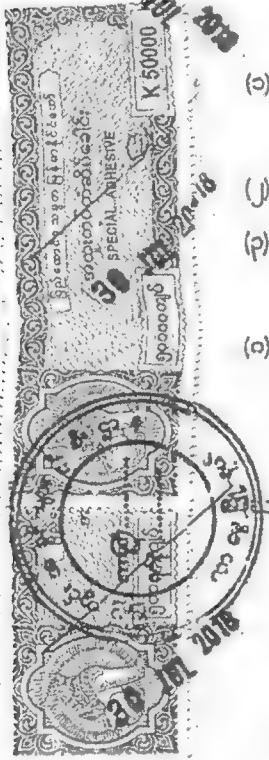
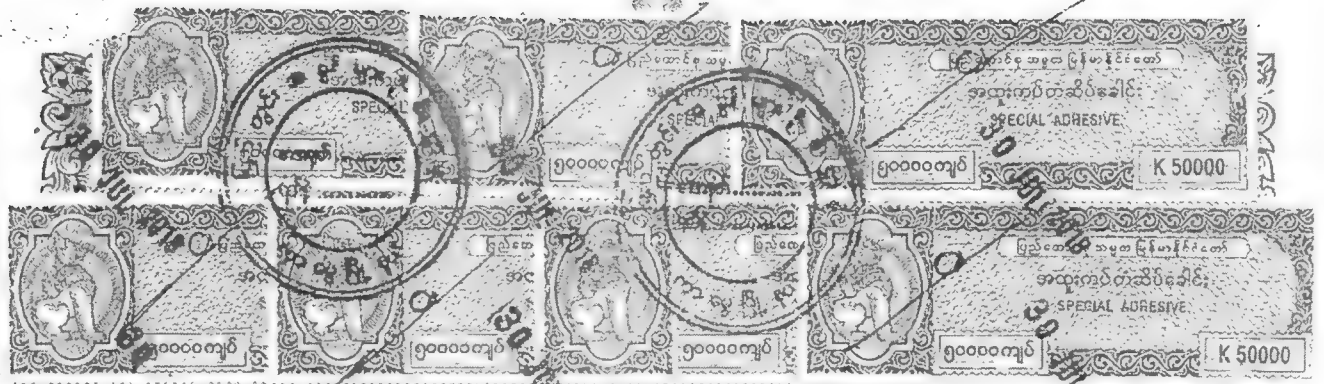
ပြုပြင်စရိတ်၊ ထိန်းသိမ်းစရိတ်နှင့် အခြားဝန်ဆောင်စရိတ်များ ပေးဆောင်ခြင်း

- (က) ငှားရမ်းသူသည် ငှားရမ်းစဉ်ကာလအတွင်း ပြုပြင်စရိတ် ၊ ထိန်းသိမ်းမှုစရိတ်နှင့် အခြားဝန်ဆောင်မှုစရိတ် များအတွက် ငှားရမ်းသောဧရိယာကို တစ်စတုရန်းပေလျှင် ကျပ် ( ၉၀/-) နှုန်းထားဖြင့် ကျသင့်ငွေကို လစဉ်ပေးဆောင်ရန် ဖြစ်သည်။
- (ခ) အရောင်းမြှင့်တင်ခြင်းနှင့် ကြော်ငြာစရိတ်အဖြစ် တစ်လငှားရမ်းခ၏ ( ၂% ) ပေးဆောင်ရန်။
- (ဂ) ငှားရမ်းသည့်ကာလ စတင်သည့်နေ့ရက်မှစ၍ ရုပ်ရှင်ရုံတွင်ပြသခြင်းမစဉ်မတိုင်မီ ငှားရမ်းခပြုပြင်စရိတ်၊ ထိန်းသိမ်းမှုစရိတ်နှင့်အခြားသောဝန်ဆောင်မှုစရိတ်များကို ငှားရမ်းသူက အထက်အပိုဒ်(က)နှင့်(ခ) ပါနှုန်းထား အတိုင်း မပျက်မကွက်ပေးဆောင်ရန်တာဝန်ရှိသည်။ သို့ရာတွင် ငှားရမ်းသူ၏ ပျက်ကွက်မှုကြောင့်မဟုတ်ဘဲ မလွန်ဆန်နိုင်သော ဖြစ်ရပ်တစ်ရပ်တစ်ရာဖြစ်ပေါ်ခြင်းကြောင့် ရုပ်ရှင်ရုံပိတ်ထားရပါက ယင်းသို့ပိတ်ထားရသော ကာလအတွက်ဤစာချုပ်၏အပိုဒ်(က)နှင့်အညီဆောင်ရွက်လျှင် အထက်အပိုဒ်(ခ)ပါ အများနှင့် သက်ဆိုင်သော ဧရိယာအတွက် အသုံးပြုသောပြုစရိတ်၊ ထိန်းသိမ်းစရိတ်များနှင့်အခြားသောဝန်ဆောင်မှု စရိတ် များကိုငှားရမ်းသူမှ ပေးဆောင်ရန်တာဝန်မရှိပါ။
- (ဃ) ငှားရမ်းသူသည် မိမိပိုင်ဆိုင်အသုံးပြုသည့် ရုပ်ရှင်လုပ်ငန်းနှင့်ပတ်သက်သော စက်ပစ္စည်းကိရိယာ တန်ဆာပလာများ ၊ ဆက်စပ်ပစ္စည်းများ ၊ အသုံးအဆောင်ပစ္စည်းများ အားလုံးကို အာမခံထားရှိရန် သဘောတူပါသည်။
- (င) ကုန်သွယ်လုပ်ငန်း အခွန်(၅%)ပေးဆောင်ရန်နှင့် ပေးဆောင်ထားပြီးကြောင်း အမှတ်တံဆိပ် ထည့် အား အငှားချထားသူအားပေးရန်။

စာချုပ်ရပ်စဲခြင်း

- (က) အငှားစာချုပ်သက်တမ်းတုန်ဆုံးသည့်အခါ (သို့မဟုတ်)ထပ်မံသက်တမ်းတိုးသည့် အခါမပြုနိုင်သည့်အခါ စာချုပ်ရပ်စဲခြင်းဖြစ်သည်။
- (ခ) အငှားချထားသည့်ကာလမကုန်ဆုံးမီ အောက်ပါအခြေအနေတစ်ရပ်ရပ်ဖြစ်ပါလာပါက အငှားချထား





- (၁) စာချုပ်ဝင်တစ်ဖက်ဝက်မှ ဤစာချုပ်ပါ စည်းကမ်းချက်တစ်ရပ်ရပ်ကို ချိုးဖောက်ကြောင်းသက်သေထင်ရှားပြနိုင်သည့်အခြေအနေ၊
- (၂) လုပ်ငန်းတွင်ဆက်တိုက်အခွံးပေါ်၍ လုပ်ငန်းကိုဆက်လက်ဆောင်ရွက်နိုင်ခြင်းမရှိသည့်အခြေအနေ၊
- (၃) ဤစာချုပ်၏အပိုင်း(၁၁)တွင် ဖော်ပြသည့်မလွန်ဆန်နိုင်သောဖြစ်ရပ် တစ်ရပ်ရပ်ဖြစ်ပေါ်ခြင်းသည် ( ၆ )လထက် ကျော်လွန်သည့်အခြေအနေ၊
- (၄) အကယ်၍စာချုပ်ဝင်တစ်ဖက်ဝက်မှ စာချုပ်ပါစည်းကမ်းချက်တစ်ရပ်ရပ်ချိုးဖောက်မှုကြောင့် စာချုပ်ရပ်စဲရလျှင် စည်းကမ်းချိုးဖောက်သူသည် ကျန်ရှိသောငှားရမ်းကာလများအတွက် ကျသင့်သည့်ငှားရမ်းခငွေများကို စည်းကမ်းဖောက်ဖျက်ခြင်းခံရသည့်အခြားတစ်ဖက်အား နှစ်နာကြေးအဖြစ်ပေးလျော်ရမည်။
- (၅) ငှားရမ်းသူသည် ငှားရမ်းသည့်ကာလကုန်ဆုံးသည့်နေ့ သို့မဟုတ် စာချုပ်ရပ်စဲသည့် နေ့မှ (၃၀)ရက်အတွင်းငှားရမ်းသူပိုင်ပစ္စည်းများကို ငှားရမ်းသည့်နေရာမှပြောင်းရွှေ့ပြီး အငှားချထားသူအား ငှားရမ်းသည့်နေရာများကို ကောင်းမွန်သည့်အနေအထားအတိုင်း ပြန်လည်ပေးအပ်ရမည်။ အကယ်၍ ငှားရမ်းသည့်နေရာတွင်ခွဲကပ်ထားသည့် ပစ္စည်းပြောင်းရွှေ့ရာ၌ ဖျက်စီးယိုယွင်းခြင်းဖြစ်ပေါ်ပါက မိမိစရိတ်ဖြင့် မူလအတိုင်း ပြန်လည်ပြင်ဆင်ပေးရမည်။

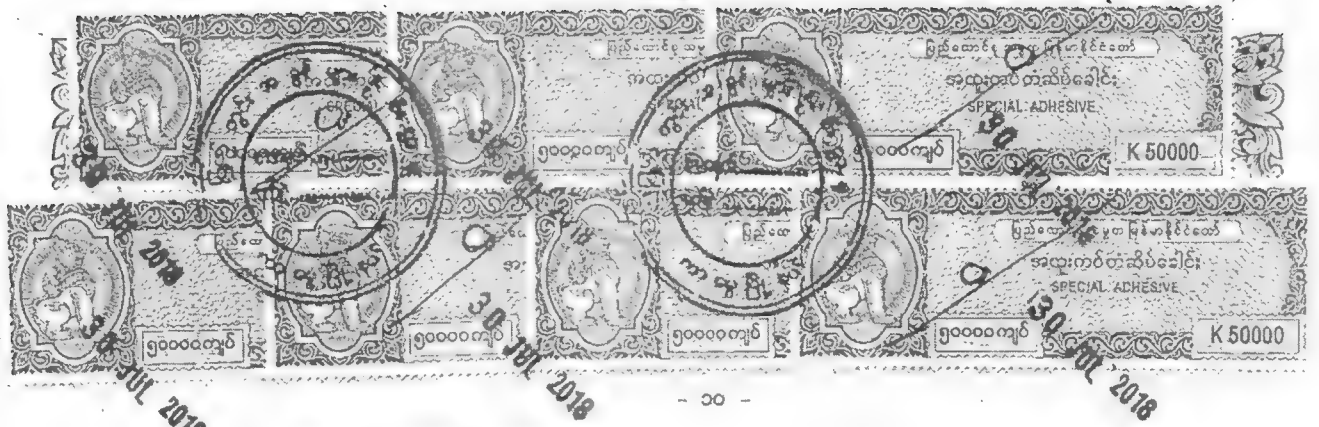
**၁၁။ မလွန်ဆန်နိုင်သောဖြစ်ရပ်များ**

(က) မလွန်ဆန်နိုင်သောဖြစ်ရပ်များ(Force Majeure)ဆိုသည်မှာ သဘာဝအတိုင်းကျရောက်သည့် သေးအန္တရာယ်များ၊ အပိုးရုဏ်းတစ်မျိုးမျိုး၊ ဆန္ဒပြသပိတ်မှောက်ခြင်းများ၊ စက်ရုံအလုပ်ရုံနှင့် အလုပ်သမားများနှင့် ပတ်သက်သော မငြိမ်မသက်ဖြစ်ပေါ်မှုများ၊ ပေါက်ကွဲမှုဖြစ်ခြင်း၊ မီးလောင်ခြင်း၊ လျှင်လှုပ်ခြင်း၊ လေပုန်တိုင်းကျခြင်း၊ ရေကြီးခြင်း၊ ကူးစက်ရောဂါသေးကျရောက်ခြင်းနှင့် အခြားအလားတူမည်သည့်ဘက်ကမျှ ထိန်းချုပ်ရန် မစွမ်းဆောင်နိုင်သော ဖြစ်ရပ်များကို ဆိုလိုသည်။

(ခ) အငှားချထားသူကဖြစ်စေ၊ ငှားရမ်းသူကဖြစ်စေ၊ မလွန်ဆန်သောဖြစ်ရပ်ကြောင့် ဤစာချုပ်အရ ဆောင်ရွက်ရမည့် တာဝန်များကိုဆောင်ရွက်ရန် သို့မဟုတ် အခြားတစ်ဖက်၏ဆောင်ရွက်မှုကို လက်ခံရန် လုပ်ဆောင်နိုင်စွမ်းမရှိလျှင် မလွန်ဆန်နိုင်သောဖြစ်ရပ်ပေါ်ပေါက်သည်နေ့မှ(၁၅)ရက်အတွင်း အခြားတစ်ဖက်သို့အကြောင်းကြားတပို့ရမည်။

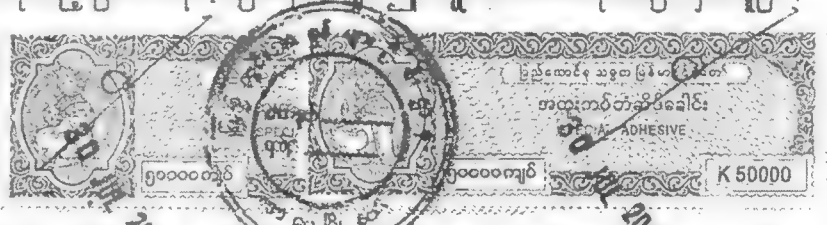
(ဂ) မလွန်ဆန်နိုင်သောဖြစ်ရပ်တစ်ရပ်တစ်ရာဖြစ်ပေါ်နေသည် ကာလအတွင်း စာချုပ်ပါတာဝန်များကို ဆောင်ရွက်နိုင်ခြင်း မရှိသည့်အတွက် စာချုပ်ဝင်နှစ်ဦးနှစ်ဖက်အပေါ် ပေးရန်-ရရန် မည်သည့်တာဝန်မျှမရှိစေရ။

(ဃ) မလွန်ဆန်နိုင်သောဖြစ်ရပ်(Force Majeure)ဖြစ်ပေါ်လာသည့် ကာလမှာ အကယ်၍ရက်ပေါင်း(၃၀)



၁၂။ စာချုပ်ပြင်ဆင်ချက်ဖြည့်စွက်ခြင်း

ဤစာချုပ်တွင် နှစ်ဦးသဘောတူသတ်မှတ်ထားသော ငှားရမ်းခနှုန်းထားမှအပ စာချုပ်ပါစည်းကမ်းချက် တစ်စုံတစ်ရာ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများကို နှစ်ဦးသဘောတူစာဖြင့်ရေးသား၍ နှစ်ဦးနှစ်ဖက်လက်မှတ်ရေးထိုးပြီး ပြင်ဆင်နိုင်သည်။ ယင်းသို့ နှစ်ဦးနှစ်ဖက် လက်မှတ်ရေးထိုးသည့် ပြင်ဆင်ရေးသားခြင်းကိစ္စအတွက် ဤစာချုပ်၏ အစိတ်အပိုင်းအဖြစ် မှတ်ယူပြီး အကျိုးသက်ရောက်မှုရှိစေရမည်။



၁၃။ အငြင်းပွားမှုဖြေရှင်းခြင်း

အကယ်၍ ဤငှားရမ်းခြင်းနှင့်စပ်လျဉ်းပြီး နှစ်ဖက်အငြင်းပွားမှု သို့မဟုတ် စာချုပ်ပါစည်းကမ်းချက် တစ်ရပ်ရပ် ဖောက်ဖျက်၍ တောင်းဆိုမှုတစ်ရပ်တစ်ရာ ပေါ်ပေါက်ပါက နှစ်ဦးနှစ်ဖက် ချစ်ကြည်ရင်းနှီးငွာ ညှိနှိုင်းဆွေးနွေးခြင်းဖြင့် ဖြေရှင်းရန်ဖြစ်သည်။ ချစ်ကြည်ရင်းနှီးငွာဖြင့် ဖြေရှင်း၍ မရပါက မြန်မာနိုင်ငံတရားဥပဒေနှင့်အညီ ဖြေရှင်းဆုံးဖြတ်ရန် ဖြစ်သည်။



၁၄။ စာချုပ်အကျိုးသက်ရောက်သည်နေ့

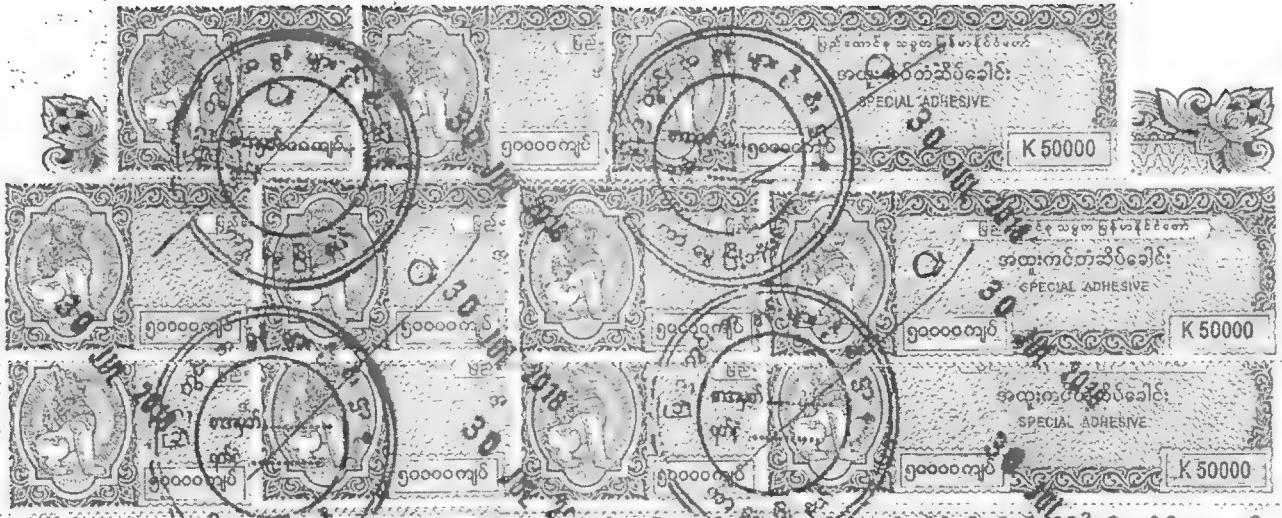
ဤစာချုပ်အား နှစ်ဦးနှစ်ဖက် အသိသက်သေများရေတွင် လက်မှတ်ရေးထိုးသည်နေ့မှစ၍ အကျိုးသက်ရောက်မှုရှိစေရမည်။

၁၅။ အခွန်အခပေးဆောင်ခြင်း

- ၁၅.၁ အငှားရမ်းထားသူနှင့် ငှားရမ်းသူတို့သည် မိမိတို့အသီးသီးနှင့်သက်ဆိုင်သည့် နိုင်ငံတော်မှပေးဆောင်ရန် သတ်မှတ်ထားသည့်အခွန်အခများ၊ ဝင်ငွေခွန်စည်းကြပ်မှုအားလုံးကို တည်ဆဲဥပဒေ နည်းဥပဒေများနှင့် အညီပေးဆောင်ရမည်။
- ၁၅.၂ စာချုပ်တံဆိပ်ခေါင်းခွန်ကို “ငှားရမ်းသူ” မှ တာဝန်ယူပေးဆောင်ရမည်။

၁၆။ အထွေထွေ

- (က) နှစ်ဦးနှစ်ဖက်လက်မှတ်ရေးထိုးထားကြသော ငှားရမ်းသည့် ဧရိယာညွှန်းပြသည့် “ဥပစာ” ပုံနှိပ်ရင်း (၂)ရွက်နှင့် တစ်နှစ်ငှားရမ်းခလက်ခံပြေစာများကို ဤစာချုပ်၏ နောက်ဆက်တွဲအစိတ်အပိုင်းအဖြစ် မှတ်ယူရမည်။



စာချုပ်ချုပ်ဆိုရန်နှင့် ငှားရမ်းသူတို့အပေါ် ဤစာချုပ်ပါအချက်များကို မိမိတို့တိုယ်တိုင်အသိရှိနားလည် သဘောပေါက်ကြလျက် မည်သူတစ်ဦးတစ်ယောက်၏ ခြိမ်းခြောက်သွေးဆောင် အနိုင်အထက်ပြုခြင်းမျှမရှိဘဲ မိမိတို့၏ လွှတ်လပ်သည့် သဘောဆန္ဒအလျောက် အောက်ပါအသိသက်သေ များရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးချုပ်ဆိုကြပါသည်။

အမှတ်အသား

*Sai Zaw Zaw*



ငှားရမ်းသူ

*Yap Mun Yue*

မှူး  
(MD) Thiha Development Co., Ltd.  
Sai Zaw Zaw  
Director  
Thiha development Co., Ltd.

Royal Ace Mega Co., Ltd.  
သု သိမ် ဝါ  
Director

အသိသက်သေများ

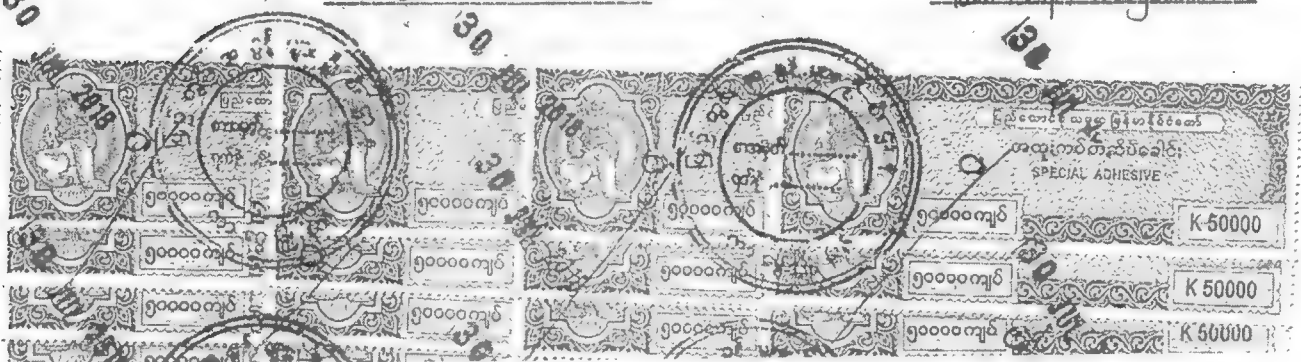
*Sai*

အမည်  
မွေးသက္ကရာဇ်  
နေရပ်

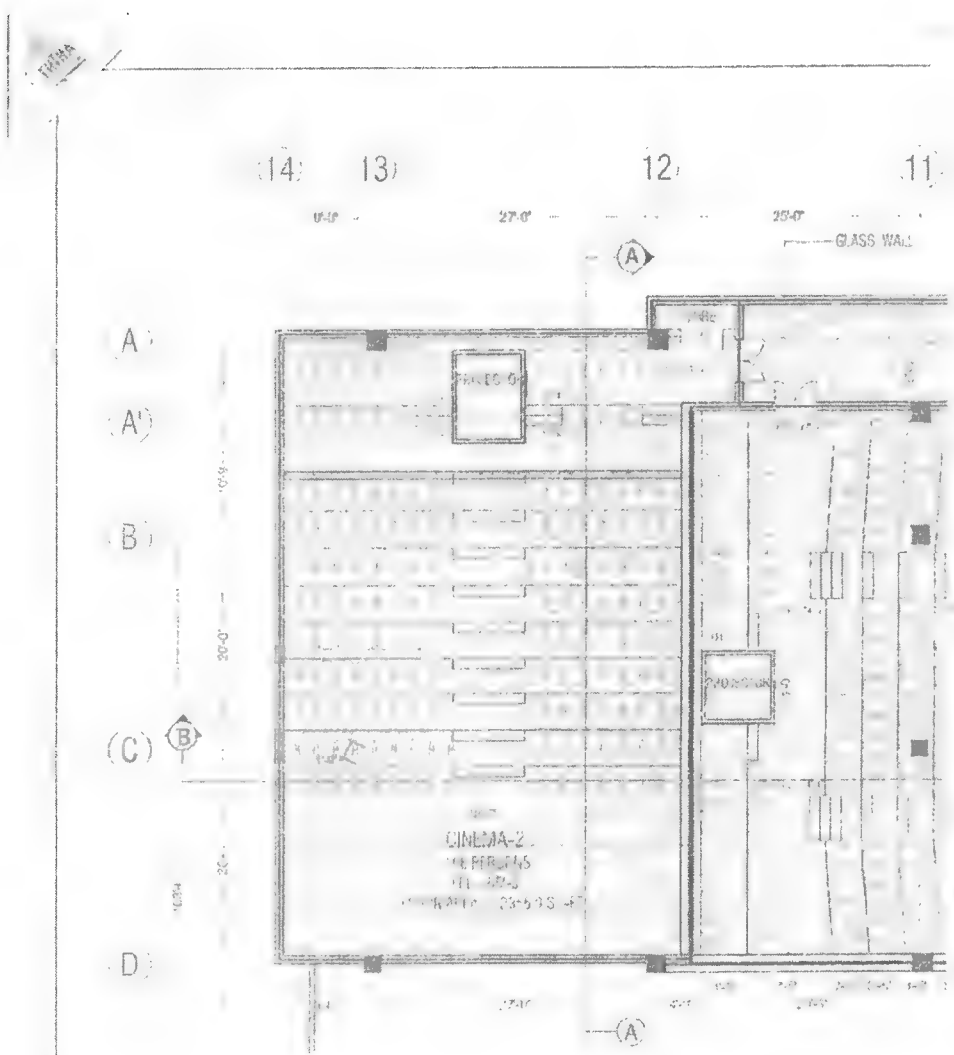
ယဉ်ယဉ်စော  
၁၃/၀၈/၁၉၇၆  
ရေတွက်ဦးလမ်းနှင့် ဗိုလ်ချုပ်လမ်းတို့  
ကပ်ရွာရပ်ကွက်၊ တောင်ကြီးမြို့

အမည်  
မွေးသက္ကရာဇ်  
နေရပ်

*Yap Mun Yue*  
YAP MUN YUE  
MALAYSIAN  
No. 7 Inya Road, Kamayut  
Township, Yangon

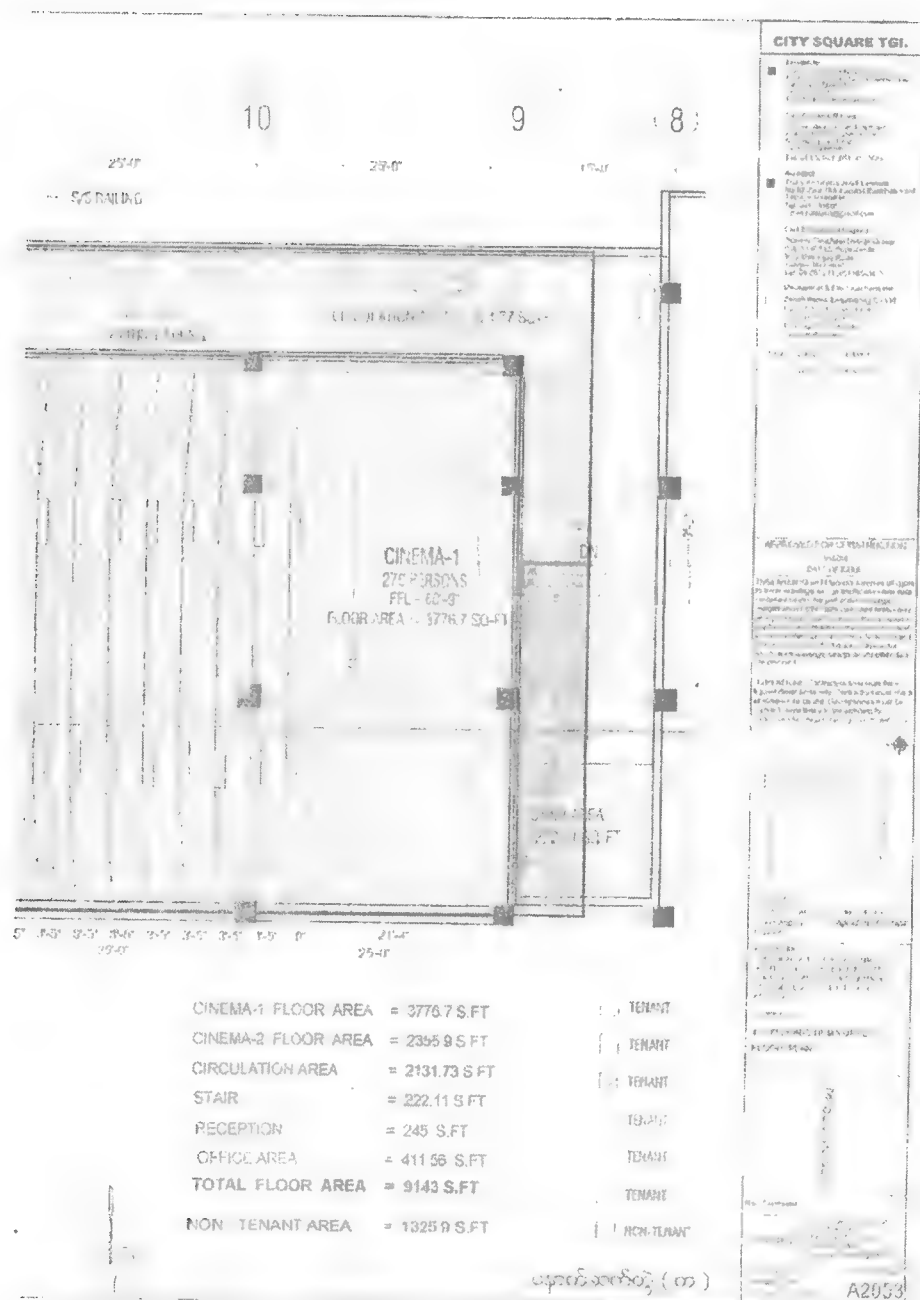


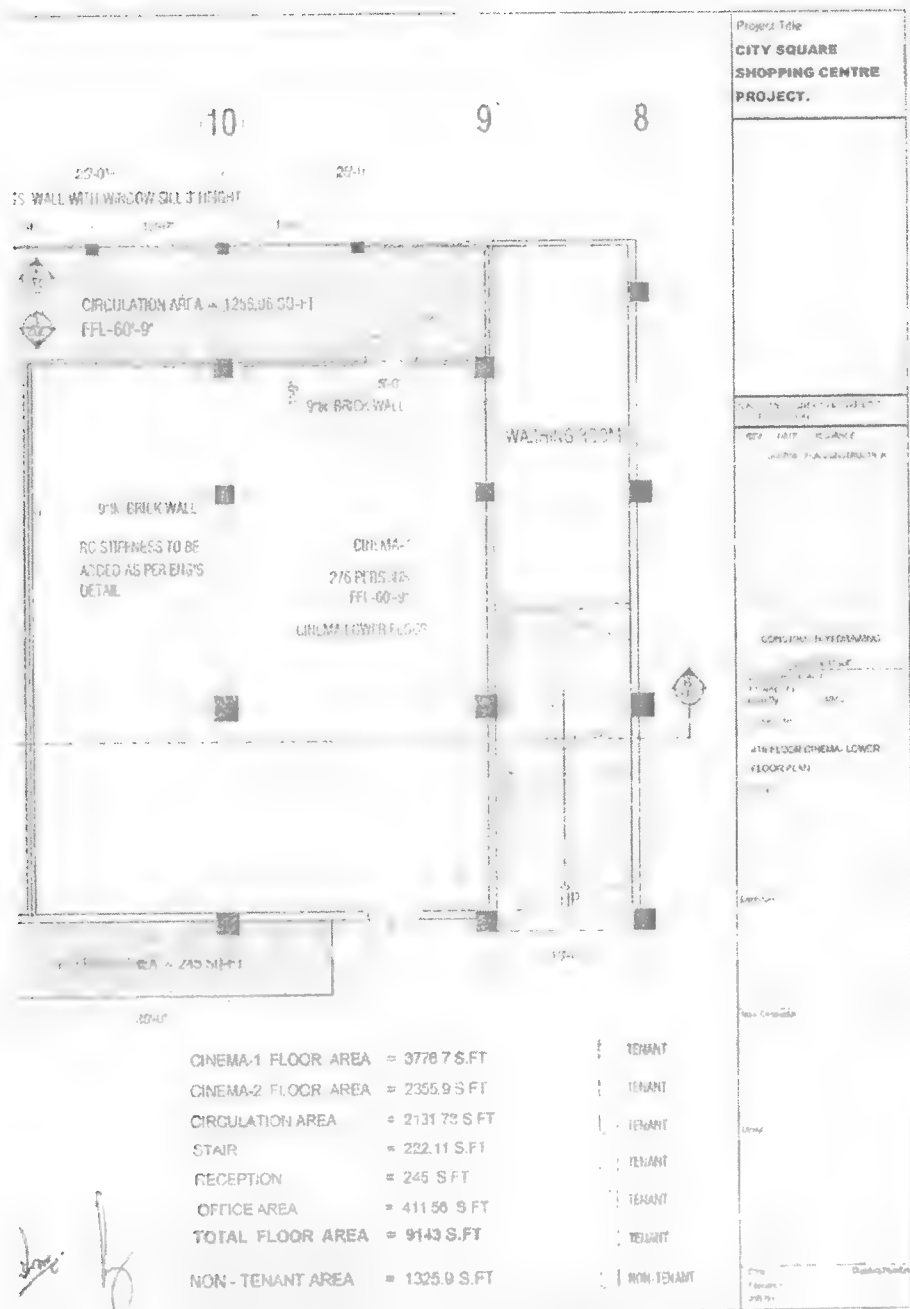




(1) 4th FLOOR-CINEMA-UPPER PLAN  
1/2"=1'

*Handwritten signature*





5.

Entered in Land Register 31 Volume } Page

Revenue Proceedings No. 26 of 1961 - 15 contd. District Office

Trails 2: A of the Ridge under the U.S. 1 and under Keweenaw Ridge line 1899.  
Trails 3: of the Ridge under the U.S. 1 and under Keweenaw Ridge line 1899.

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_

the thousand nine hundred and \_\_\_\_\_ BETWEEN THE  
GOVERNMENT OF THE UNION OF BURMA (hereinafter called "the Lessor")  
which expression shall be taken to mean and include the said Government of  
the Union of Burma and his successors in office and assigns except when the  
context requires another and different meaning) of the one part: AND \_\_\_\_\_

(hereinafter called "the Lessee" which expression shall be taken to mean and include the said \_\_\_\_\_ his heirs, executors, administrators, representatives and assigns except when the context requires another and different meaning) of the other part: WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor hath hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and minerals (including but not limited to coal and petroleum oil and quarries whatsoever) under or within the said land with liberty for the Lessor and his lessees, assigns, agents and workmen and all other persons acting on his behalf to dig, search, probe and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of \_\_\_\_\_ as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease \* with the option for the Lessee to renew this lease for two successive terms of thirty years hereinafter provided \* WILLING and PAYING therefor the clear yearly rent of Rs. \_\_\_\_\_ payable in advance on the 1st day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor :

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the houses in respect thereof.

*[Faint handwritten notes at the bottom of the page]*

*[Faint handwritten notes at the bottom of the page]*

breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on land may be recovered.

8. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures that may then be thereon to the Lessor.

10. PROVIDED always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

And the Lessor doth hereby covenant with the Lessee—

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term to remove and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant of renewal.

(To be attached to Original)

[illegible]

၁၀ ရက်) ၆၊ ဖောက်၍ "သွေးဥသု" ခေါ်တွင်လေသည်။ ငြိမ်းသောရဲမြို့သို့ ခေါ်ရန်  
သောက်၍ "သွေးဥသု" ခေါ်တွင်လေသည်။ ၆၊ ၄

[illegible]

သောကသျှင်မိုး သောကတရားကျွမ်းကျင်ပုဂ္ဂိုလ်ပြုစားမြဲနှင့်၊ အရပ်ရပ်ဆိုင်ရာဆိုင်ရာခွင့်များနှင့်၊ ငှင်းမြေ၊ မြေ၊ ဆိုင်သင်္ဃာများကိုဖြင့်၊ ခုဒ္ဓါရုံ၊ အစိုးရရုံးတို့အားလုံးသို့၊ သွင်းသော်လည်း၊ ချီတက်သည့် ငြိမ်းတောင်းခြင်းအား၊

ဦးအရပ်ရပ်ခေါက်သဏ္ဌာတွင်း၊ ခေါက်ရည်ခေါက်ခဲ၊ ခေါက်သဏ္ဌာများ၊ ခြေထဲရှိတဏှာအရပ်ရပ်၊ ကျောက်မီးသွေး၊ ရေခဲ၊ ကျောက်တုံး၊ ယသျှင်များရှိ အရံနေသည့်လွန်၊ ရင်ဆံအရံနေသူ၊ လိုက်သင်သူ၊ ကိုယ်လေးလှုပ်လှုပ်သောများနှင့် ရှိ၊

[illegible]

ဦးစီးဌာနမှ ကိုယ်စားပြုသူများသည် အသုံးပြုသူများ၏ အသုံးပြုမှုကို စောင့်ကြည့်ရန် လိုအပ်သည်။ အသုံးပြုသူများသည် အသုံးပြုမှုကို စောင့်ကြည့်ရန် လိုအပ်သည်။

သုတေသနပြုချက်များနှင့် ညီညွတ်နိုင်သည့်အတိုင်းအတာ၌ မြန်မာနိုင်ငံ  
သက်တောင့်တတ် ဆိုခဲ့သည့်ဗမာ့ကို၊ ယခုလည်း မြန်မာနိုင်ငံအတွက်လူ့စားနပ်ရိက္ခာနှင့်လမ်း၊ ဥပဒေအခြေခံရေးရာပတ်ဝန်းကျင်ဆိုင်ရာ

[illegible][illegible][illegible]

နိမ္မိတသွင်သက်သက်ရောက်ပြီး၊ ရုပ်သွင်၌ ဖွဲ့စပ် ပေါ်လွင်သောကုသိုလ်သွင်အဖြစ်အရောက်ရောက်  
ရောက်သွင်သွင် အသွင်အသွင်အသွင်အသွင် အသွင်အသွင်အသွင်အသွင် အသွင်အသွင်အသွင်အသွင် အသွင်အသွင်အသွင်အသွင်

[illegible]

ကိုယ်တိုင်လည်း အကျယ်အဝန်း သိရှိသည့်အတိုင်းအထွား ဆောင်ရွက်ရန်လည်း ကိရိယာများနှင့်အညီ  
အသောက်အစားအာဟာရ ဆောင်ရွက်ရန်အား ပေးပို့ရန် လာအောင်ပေးပါရန်လည်း အရေးကြီးပါသည်။

သန့်စင်အောင်လေးပြန်ရမည်ဟု ဆိုပြီး အခြေအနေကို လည်းကောင်း၊ စစ်ဆေးဆက်ဆံရာကို မျှော်မှန်းသောကား၊  
တောင်းဆိုမှုကို ပြန်လည်လုပ်ငန်း

\*— နှစ်ယောက်တို့ ဓာတ်သစ်သစ်လုပ်နေကြသည်။ "မုန့်ထုတ်ကြလေ..... မုန့်ချိတ်ချသေးပြန်" ဆိုသည့်အခါ ဓာတ်သစ်သစ်လုပ်နေကြသည်။

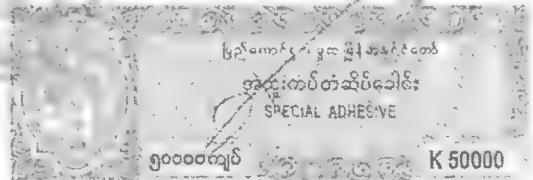
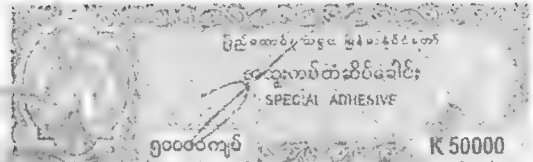
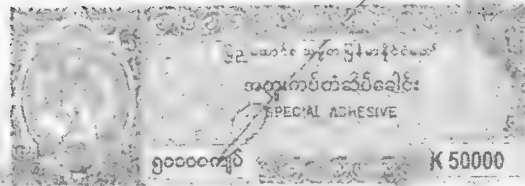
†—† သွေးကြည်စွာ လေးစားသော ပုဂံလူမျိုး " နှစ်ပတ် ၃၀ ကျော်ဖြင့် " နိဗ္ဗာန်တရားရရှိ၍ ဖာရောကဉာဏ်  
 ရောက်ရှိသည်။

\* ဂေါတမိန္ဒရီယာမဂ်ဂင်္ဂာမာရ်ဇ်၊ ဓမ္မဇာတိသား၊ နိဗ္ဗာန်ရောက်ရှိပြီး နှစ်ပတ် ၃၀ ကျော်ဖြင့် နိဗ္ဗာန်တရားရရှိ၍ ဖာရောကဉာဏ်  
 ရောက်ရှိသည်။

မြို့တော်မြို့နယ်မြို့နယ်အတွင်း ၁၁၅။ (Lease 1)

(Lease 1)





Dated this 03 day of 2018

## DEED OF NOVATION CUM ASSIGNMENT

BETWEEN

THIHA DEVELOPMENT CO., LTD  
"the Lessor"

AND

ROYAL ACE MEGA CO., LTD  
"the Original Lessee"

AND

MYANMAR CINEMATIC CO., LTD  
"the New Lessee"



**THIS DEED** is made this

**BETWEEN**

**THIHA DEVELOPMENT CO.** a company incorporated and existing under the laws of Myanmar, having its registered office at Level 8 Room 5 Crystal Tower Office, Between Pyay Road and Kyun Taw Road, Kamaryut Township, Yangon, Myanmar, represented by **Zaw Zaw**, a citizen of Myanmar (hereinafter called "the Lessor") of the first part

**AND**

**ROYAL ACE MEGA CO., LTD.** a company incorporated and existing under the laws of Myanmar, having its business office at Level 8 Room 5 Crystal Tower Office, Between Pyay Road and Kyun Taw Road, Kamaryut Township, Yangon, Myanmar, represented by **Zaw Zaw**, a citizen of Myanmar holding NRC number (hereinafter called "the Original Lessee") of the second part

**AND**

**MYANMAR CINEMATIC CO., LTD.** a company incorporated and existing under the laws of Myanmar, having its business office at Level 8 Room 5 Crystal Tower Office, Between Pyay Road and Kyun Taw Road, Kamaryut Township, Yangon, Myanmar (hereinafter called "the New Lessee") of the third part

**WHEREAS:-**

- A. By a Retail Lease Agreement dated 23<sup>rd</sup> July 2018 (hereinafter called "the Lease Agreement") made between the Lessor of the one part and the Original Lessee of the other part, the Lessor agreed to grant unto the Original Lessee and the Original Lessee agreed to take a lease of all that demised premises at Level 4 of Taunggyi Shopping Center, City Square located at Corner of Bogyoke Road and Yay Htwat Oo Road, Kan Shae ward, Taunggyi, Myanmar measuring in area approximately 9143 square feet as the same is specified in the attached layout annexed to the First Schedule hereto (hereinafter called "the Demised Premises") for a term of Fifteen ( 15) years commencing from the Lease Commencement Date (as defined in the Lease Agreement) and subject to the covenants, terms and conditions therein set forth.
- B. At the requests of the Original Lessee and the New Lessee, the Lessor has agreed to the novation of the Lease Agreement and to the substitution of the New Lessee in place of the Original Lessee as a party to the Lease Agreement. The Original Lessee shall be released and discharged from the Lease Agreement and the New Lessee has agreed to undertake to perform and to be bound by all the terms and conditions of the Lease Agreement in

*Ami*

place of the Original Lessee and subject to the terms and conditions contained herein.

- C. The Original Lessee has agreed to assign absolutely unto the New Lessee all its rights, title, liabilities, obligation, duties, responsibilities, interest and benefit in and to the Demised Premises and under the Lease Agreement and to be released and discharged from the Lease Agreement and the New Lessee has agreed to undertake to perform and to be bound by all the terms and conditions of the Lease Agreement in place of the Original Lessee and subject to the terms and conditions contained herein.

**NOW THIS DEED WITNESSETH** as follows:-

**1. NOVATION CUM ASSIGNMENT**

In consideration of the New Lessee assuming the entire responsibilities for and undertaking to carry out, discharge and perform all whatsoever agreements, conditions, covenants, liabilities, stipulations and terms on the part of the Original Lessee contained in the Lease Agreement, the Original Lessee hereby absolutely assigns transfers and conveys to and holds the same unto the New Lessee absolutely all whatsoever rights, title, interests, benefits, remedies, obligations and liabilities of the Original Lessee in and to the said Demised Premises under or pursuant to the Lease Agreement upon the terms and conditions contained hereinafter.

**2. ACKNOWLEDGEMENT BY THE LESSOR**

- (a) In consideration of the New Lessee undertaking all whatsoever obligations and liabilities on the part of the Original Lessee expressed in the Lease Agreement and to discharge the same and observe perform and carry out all the agreements covenants stipulations terms and conditions on the part of the Original Lessee in the Lease Agreement, the Lessor hereby accepts and acknowledge the liability of the New Lessee under the Lease Agreement in lieu of the liability of the Original Lessee. The Lessor hereby acknowledges and accepts that from the date of this Deed, the New Lessee shall be treated in every way as if the New Lessee were named in the Lease Agreement as a party thereto in place of the Original Lessee.
- (b) The Lessor represents and warrants that:-
- (i) it has made no prior transfer (whether by way of security or otherwise) of any interest or obligation in or under the Lease Agreement; and
  - (ii) as of the date hereof, all obligations of the Original Lessee under the Lease Agreement required to be performed on or before the date hereof have been fulfilled.

**3. THE ORIGINAL LESSEE'S COVENANTS**

*Qm*

- (a) The Original Lessee hereby expressly agrees and confirms that henceforth the Original Lessee shall have no rights, interest or benefits whatsoever in and to the Demised Premises thereon or any part thereof and the Original Lessee hereby expressly acknowledges that from the date of this Deed the New Lessee is the person entitled to the rights, interest and benefits in and to the Demised Premises as well as over the Lease Agreement.
- (b) The Original Lessee shall at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement, at the Original Lessee's request, to assigns transfers and conveys the lease of the Demised Premises and the Lease Agreement to the New Lessee from the date hereof.

4. THE NEW LESSEE'S COVENANTS

- (a) The New Lessee hereby undertakes and covenants with the Lessor that the New Lessee shall perform all obligations and observe perform and comply with all the terms and conditions contained in the Lease Agreement.
- (b) The New Lessee shall at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement, at the New Lessee's request, to assigns transfers and conveys the tenancy of the Demised Premises and the Lease Agreement to the New Lessee from the date hereof.
- (c) In amplification and not in derogation of the matters hereinbefore expressed and set forth the parties hereto hereby expressly agree and confirm with each other that subject only to the express terms conditions and modifications herein contained, the New Lessee shall further assume all and sundry the obligations and liabilities and shall be entitled to all whatsoever rights, interest and benefits imposed upon or vested in the Original Lessee by under or pursuant to the Lease Agreement as fully and effectively as if the New Lessee had been the party to the Lease Agreement in place of the Original Lessee and each of the parties hereto severally covenants and undertakes to do all acts and execute all instruments necessary or expedient for the purpose of effecting the stipulations hereinbefore expressed.

5. COMPLETION

This Deed shall be deemed completed upon the execution of this Deed by the parties and henceforth the New Lessee shall be governed by all the terms stipulations, agreements, covenants, provisions, restrictions and conditions contained in the Lease Agreement mutatis mutandis as if the New Lessee has been a party to the Lease Agreement in place of the Original Lessee.

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**6. ENTIRE AGREEMENT**

- (a) The terms and conditions of this Novation Agreement represent the entire agreement between the Parties relating to the novation of the Lease Agreement. Except as specifically modified by this Novation Agreement, all the terms and conditions of the Lease Agreement shall remain in full force and effect.
- (b) Except as specifically provided herein, no provision in this Novation Agreement, or any action by the Parties herein prior to the date of this Novation Agreement, shall be construed as a waiver of any right under the Lease Agreement or any other agreement or applicable law against the other party, including without limitation, any right with respect to any default under the Lease Agreement.

**7. NOTICE**

Any notice required to be served hereunder shall be sufficiently served on the New Lessee if sent by prepaid registered post addressed to the New Lessee at its address stated herein and shall be sufficiently served on the Original Lessee if sent by prepaid registered post addressed to the Original Lessee at its address stated herein. Any notice shall be deemed to have been received by the addressees on the day in which it ought in the due course of post to have been delivered.

**8. STAMP DUTY**

Each party shall bear their own legal costs for the preparation of this Deed but the New Lessee shall be responsible for the payment of the stamp duty payable in respect of this Deed.

**9. BINDING ON SUCCESSORS**

This Deed shall be binding on the respective assigns, personal representatives and successors in title of the parties hereto and herein.

**10. GOVERNING LAW AND JURISDICTION**

This Novation Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar. In relation to any legal action or proceeding arising out of or in connection with this Novation Agreement, the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of the Union of Myanmar.

**11. DEFINITION**

In this Deed save and except where the context otherwise requires:-

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- (a) The expressions "the Original Lessee" and "the New Lessee" include the respective successors, personal representatives and assigns of the Original Lessee and the New Lessee, and where two or more persons are included in either expression the Deed binds such persons jointly and severally.
- (b) Words importing the masculine gender also include the feminine and neuter gender.
- (c) Words importing the singular number also include the plural number and vice versa.

( The remainder of this page is intentionally left blank)

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*#*

*Qxi*

*Qxi*

IN WITNESS WHEREOF the parties have hereunto set their hands the day and the year first above written.

**LESSOR:**

For and on behalf of  
**THIHA DEVELOPMENT CO. LTD.**



Name: U Sai Zaw Zaw  
Position: Director

**ORIGINAL LESSEE:**

For and on behalf of  
**ROYAL ACE MEGA COMPANY LTD.**



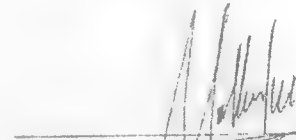
Name: Ms. Thael Theint Wah  
Position: Director

**WITNESS:**



Name: U Su Mon Aung  
Position: Assistant Centre Manager

**WITNESS:**



Name: Ms. Yan Min Yue  
Passport No. A37537580

**NEW LESSEE:**

For and on behalf of  
**MYANMAR CINEMATIC CO., LTD.**



Name: Ms. Thael Theint Wah  
Position: Director

**WITNESS:**

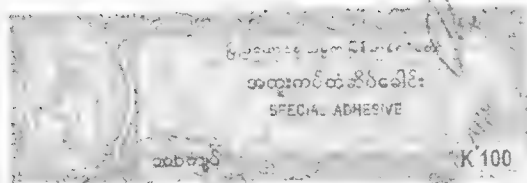


Name: Ms. Akayi Khine  
NRC No. 12/Ba Ha Na (N) 098446

FIRST SCHEDULE

"Demised Premises"

Level 4, Taungyi Shopping Center (City Square), Corner of Bogyoke Road and Yay  
Htwat Oo Road, Kan Shae Ward, Taunggyi, Myanmar



Dated this                      day of                      2018

**DEED OF NOVATION CUM ASSIGNMENT**

BETWEEN

**THIHA DEVELOPMENT CO.,LTD**  
"the Lessor"

AND

**ROYAL ACE MEGA CO., LTD**  
"the Original Lessee"

AND

**MYANMAR CINEMATIC CO., LTD**  
"the New Lessee"



MYANMAR  
CENTRE

RETAIL LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the 17<sup>th</sup> July  
"Agreement"), by and between.

HOANG ANH GIA LAI MYANMAR CO., LTD a company incorporated  
Myanmar, having its registered office address at No. 192 Kaba Aye Pagoda  
Yangon, Myanmar, represented by Mr. Cao Duy Thinh – Managing Director, a  
passport number C0026918. (Hereafter referred to as the "Lessor", which expresses  
successors, permitted assigns and legal representatives).

AND

ROYAL ACE MEGA CO., LTD. a company incorporated and existing under the laws of Myanmar, having  
business office address at No 7 Thalwin Road, Kamaryut Township, Yangon, Myanmar, represented by Ms.  
Moe Nway Oo – Director, a citizen of Myanmar holding NRC number 12/ Ka Ma Ya (N) 058235 (Hereafter  
referred to as the "Lessee").

(Hereinafter collectively referred to as the "Parties").

WHEREAS

- A. Lessor owns legal rights to lease the Premises and the Lessee intends to enter into a lease with the Lessor of the Premises
- B. The Lessor is prepared to lease to the Lessee the Premises subject to the following terms and conditions.
- C. The Lessor and the Lessee will simultaneously agree with the Terms of Management as defined in Annex III.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In this Lease the following terms have the following meanings:

"Agreement" or "Lease" or "Lease Agreement" means this lease agreement, including its schedules and appendices, as amended or varied from time to time;

"Building" means Commercial Center of Phase 2, Hoang Anh Gia Lai Myanmar Centre Project located at No. 192 Kaba Aye Pagoda Road, Bahan Township, Yangon, Myanmar as provided in Appendix A1;

"Building Services" means the services to be provided by the Lessor as are more particularly described in Annex II;

"Common Area" means all those areas within the Building which are set aside for the non-exclusive use of the Lessee and other lessees and occupiers of the Building including but not limited to all walkways, car parking areas, pavements, entrances, passages, lifts, stairwells, toilets, tea rooms, driveways, landscaped and paved areas;

"Effective Date" means the date first written above;

"Due Date" means the date a payment become due as provided hereunder in any event within thirty (30) days after Lessee's receipt of the debit note or invoice from the Lessor;

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HOANG ANH GIA LAI MYANMAR COMPANY LIMITED

Address: 192 Kaba Aye Pagoda Road, Bahan Township, Yangon City, Myanmar  
Tel: +95.1.860.5.666 | +95.1.860.5.668 | +95.1.860.5.669  
Fax: +95.1.860.5.667 | Email: myanmar@hagl.com.vn | Web: www.hagl.com.mm



**"Fitting Out Period"** means the period during which fitting out works are carried out, starting from the Hand Over Date and ending on the Lease Commencement Date;

**"Government"** means the government of The Republic of the Union of Myanmar

**"Hand Over Date"** means the date specified in Item 7 of Annex I;

**"Lease Commencement Date"** means the date specified in Item 8 of Annex I;

**"Lease Term"** means the fixed duration of the Lessee's right to occupy and use the Premises from the Lease Commencement Date, as set out in Item 5 of Annex I;

**"Option To Renew"** means the tenure of the extension(s) of the Lease Term as set out in Item 6 of Annex I;

**"Premise" or "Premises"** means the premises within the Building as set out in Item 2 of Annex I and Appendix A;

**"Year"** means the period of twelve (12) months from the Lease Commencement Date and each consecutive period of twelve (12) months thereafter during the Term of the Lease Agreement.

2. Lessor hereby leases to Lessee and the Lessee agrees to lease the Premises as described in Item 2 of Annex I and Appendix A and the use and enjoyment of the Common Area upon the terms and conditions set forth in this Agreement. Lessor shall deliver the Premises to Lessee, unoccupied and unencumbered by the Hand Over Date.
3. Permitted Use.
  - 3.1 The Lessee must not use or permit or suffer to be used any part of the Premises otherwise than for the purpose specified in Item 3 of Annex I without prior written consent of the Lessor. Subject to the covenants conditions and restrictions in this Agreement the Lessee will take such steps and do all such acts matters and things, as may be necessary or desirable to enable the Premises to be used for the purposes for which they are leased.
  - 3.2 The Lessee shall not reside or permit any other person to reside on the Premises.
4. Handover & Fit-out
  - 4.1 The Premises will be made available to the Lessee for the Lessee's Fitting Out Works in the condition stated in Appendix C and Item 7(a) of Annex 1. The Lessor shall not be obliged to provide any other items or works.
  - 4.2 The Parties shall mutually enter and execute a Handover Minutes by its representatives (the "Handover Minutes") which will indicate and describe the status of the Premise on the Hand Over Date
  - 4.3 The Lessee shall apply for and obtain all permissions, consents, approvals, licenses, certificates and permits in legally effectual form, if required, as may be necessary to commence, carry out and complete the Lessee's Fitting Out Works (the "Requisite Consents"). At the request of the Lessee, the Lessor will at its best endeavor assist the Lessee in obtaining the same from the relevant authorities, if necessary.
  - 4.4 The Lessee shall not less than three (3) months prior to the Handover Date submit to the Lessor the designs, drawings and plans of the proposed Fitting Out Works to the Premises (the "Fitting Out Plans") for its approval. The Lessor's approval required is related to the Fitting Out Works of the electrical, air-conditioning, cabling, plumbing, technical, structural, and/or any other utility or safety system within the Premises and the Commercial Center 2, which approval shall not be unreasonably withheld. The Lessee's concepts and drawings of multi-screens cinema complex

date of this Agreement and subject to the same covenants terms conditions and provisions as are contained in this Agreement except that:

- (i) the Lease Term to be inserted in Item 5 of Annex I of the new Agreement will be 5 years;
- (ii) the Lease Commencement Date to be inserted in Item 8 of Annex I will be TBC, and the Lease Expired Date will be further discussed when the Option To Renew is exercised;
- (iii) the amount of Rent to be inserted in Item 11 of Annex I shall be further discussed when Option To Renew is exercised;
- (iv) the amount of Service Charges to be inserted in Item 14 of Annex I shall be further discussed when Option To Renew is exercised;
- (v) the amount of Outgoings to be inserted in Item 15 of Annex I shall be charged separately based on actual consumption of the Premises;
- (vi) the amount of Security Deposit to be inserted in Item 16 of Annex I shall be further discussed when Option To Renew is exercised;
- (vii) the dates to be inserted in Item 6 of Annex I shall be further discussed when Option To Renew is exercised;
- (viii) this Clause 5.2 shall be omitted, as shall Item 10 of Annex I;

5.4 If the Lessee continues to occupy the Premises after the expiration or sooner determination of the term of this Agreement with the consent of the Lessor, other than under a further lease granted by the Lessor, the Lessee shall do so as a monthly lessee at a rental equal to the monthly proportion of the annual rent payable during the last year of the term or at such other rental as may be agreed in writing between the Lessor and the Lessee to be paid monthly in advance on the first day of each month. Such tenancy will be determined by one month's notice in writing by either party, which may be served at any time and otherwise on the same terms and conditions as contained in this Agreement but excluding any option for renewal contained in this Agreement.

#### 6. Building Manager

The Lessee acknowledges that the Lessor may appoint, during the Lease Term, any management company of its choice (the "Building Manager") to manage the Building pursuant to the terms and conditions of a management agreement to be entered into between the Lessor and such management company provided that all terms and conditions of this Agreement shall be binding upon the Building Manager.

#### 7. Registration of the Agreement

7.1 Subject to applicable laws, the Lessee is responsible for the registration of this Agreement at the relevant government authority as soon as practicable after the stamping of this Agreement. For the purpose of registration of this Agreement, the Lessor hereby undertakes and covenants to cause its witness and/or representative to be present at the Deed Registration Office together with the Lessee and to provide and submit all required documents (including but not limited to Land Grant, Land Map, Land History, Master Lease Agreement, Lessee's corporate documents and MIC Permit) directly to the relevant government authority (if any) until this Agreement is duly registered. The Lessee must provide the Lessor the evidence of paying Stamp Duty within fourteen (14) days from the date of the Effective Date.

(i) the full amount of the Security Deposit if there is no damage to the Premises or other obligation against the Security Deposit; or

(ii) the remaining amount of the Security Deposit if the Lessor has used a part of the Security Deposit for the purpose of this Clause

For the purpose of this Clause, the Parties agree and acknowledge that the Security Deposit shall be returned, if any, to the Lessee in the same currency and subject to the actual amounts that the Lessor has received from the Lessee.

- 8.7 If there is an over 5% reduction in the Security Deposit for the purpose of this clause, the Lessee shall be responsible to make up the reduced amount to the Lessor within seven (7) days from the date of Lessee's receipt of written notice given by the Lessor.
- 8.8 In the event of a sale, lease or transfer of the Premises by the Lessor, the Lessor shall have the right to transfer the Security Deposit to the vendee, lessee or transferee and the Lessor shall be thereby released from all liability for the return of the Security Deposit provided that all terms and conditions herein shall be binding upon the vendee, lessee or transferee.
- 8.9 The Lessee agrees that the Rent will be reviewed and modified by the Lessor upon expiry of every three (3) years' period during the Term of the Lease and subject to the Terms stated in Item 12 of Annex I.

#### 9. Service charge

- 9.1 The Service Charge shall be payable by the Lessee from the Handover Date.
- 9.2 The Lessee shall pay a service charge to the Lessor three (03) months in advance.
- 9.3 Provide in Annex I (the "Service Charge"), plus Taxes if applicable, at the rate as specified in Item 14 of Annex I and Appendix B.
- 9.4 The Service Charge stated in Item 14 of Annex I and Appendix B is fixed for first two (02) years. After the first two (2) years, the Lessor may from time to time change the amount of the Service Charge with a one month prior written notice addressed to the Lessee, provided always that any increase in the Service Charge be limited to ten percent (10%) of the existing amount per annum and evidenced by supporting documents, which may be provided to the Lessee as per a request of the Lessee.

#### 10. Outgoings and Facilities

- 10.1 The Lessor will, at its own cost, ensure that the Premises have and continue to have access to adequate water, sewerage, telecommunication and electricity services. The Lessor does not undertake or warrant the uninterrupted supply or quality of supply of such services wherever they are beyond the reasonable control of the Lessor.
- 10.2 The Lessor will make available an electrical back-up generator in the event of power failure to the Building to ensure enough electricity to run lighting and basic electric equipment within the Premises. The Lessor does not guarantee uninterrupted power supply.
- 10.3 The Lessor will provide adequate security for the Building on a twenty-four hour basis; the Lessee agrees that, notwithstanding the above, access to any property and Premises, whether real, ancillary, or personal, as well as the accommodation of said property, and to any property and Premises over which the Lessee has use, administration or some other control, shall be the sole and exclusive responsibility of the Lessee.

- 14.5 The Lessee shall not abandon the Premises. Should, the Lessee be required to abandon the Premises in the event of an emergency, or in any other case, the Lessee must notify the Lessor within twenty-four (24) hours from the time the Lessee leaves the Premises.
- 14.6 To keep the Premises in good repair, free of vibration and noise (at reasonable level) which may be transmitted beyond the Premises, clean, orderly, and in sanitary condition during the Term, subject to:
- (i) fair, wear and tear, having regard to the condition of the Premises at the Lease Commencement Date;
  - (ii) damage by fire, flood, earthquake, terrorism, lightning, storm, act of God, or war; and
  - (iii) any damage of a structural nature.
- At or prior to the expiry of this Agreement or earlier termination of this Agreement (except where such early termination is due to the default of the Lessor) or such other date as the Parties agree in writing, the Lessee must leave the Premises in a clean state and in good and tenable condition, having regard to the condition it was in at the Handover Date (fair wear and tear excepted) as defined in Clause 17.9 hereunder.
- 14.7 To abide by the terms of all local regulations and rules on environmental protection, public order and security.
- 14.8 That the Lessee must not itself knowingly, nor will it permit any third party to store, dispose of or transport any hazardous substance onto or over the Premises.
- 14.9 To comply with the Fitting Out Guidelines and Lessee's handbook issued and amended from time to time by the Lessor when carrying out the fitting-out and be liable to pay for fees and charges provided in the Fitting Out Guidelines.
- 14.10 To comply with and observe at the Lessee's own expense all present and future legislation, regulations, circulars, by laws and orders of any competent authority affecting the use or cleanliness of the Premises.
- 14.11 To use the Premises in accordance with the terms of this Agreement, the Terms of Management and, in particular, be responsible for the security system within and at the Premises and by doing so shall ensure the compatibility with the overall security system of the Building. In case, the Lessee does not comply with or breaches any term of the Agreement or the Terms of Management and fails to adequately respond after reasonable period of notice sent by the Lessor, then, further to other actions mentioned in this Agreement, the Lessor shall reserve the right to suspend or stop continuing providing related Building Service, including but not limited to cutting power until the Lessee's adequate response.
- 14.12 To reimburse or indemnify the Lessor against all other losses and damages suffered by the Lessor as a result of the Lessee's holding over of the Premises in breach of this Lease Agreement or of Lessee's third parties during the Term or of applicable law after the expiration of the Lease Term.
- 14.13 To ensure at its best endeavour that the Lessee and the Lessee's guests must comply with all the Lessor's requirements for participation in emergency evacuation procedures and drills.
- 14.14 The Lessee shall comply with all applicable laws, regulations, notices, ordinances or other directives of any governmental authorities in relation to the use of the Premises, and shall be responsible for any breach of laws and regulations by itself.
- 14.15 The Lessee shall use its best endeavour to pursue the items as provided in Item 19 of Annex 1. Notwithstanding the same, the Parties hereby agreed that in the event of any controversy or

determination of the Lease Term hereby created provided that the Lessee shall make good to the satisfaction of the Lessor all damage caused to the Premises during the course of and/or in consequence of such removal.

15.12 That during the Lease Term and Renewed Lease Term, the Lessor shall not allow any persons firms or companies to operate theatrical/cinema business in the Building and Phase 1 of HAGL Myanmar Centre.

15.13 That the Lessor shall comply with all applicable laws and the requirements of any government agencies or authorities.

16. **Acts Constituting Breach by Lessee:** Any of the following acts or omissions shall constitute a material breach of this Agreement by Lessee:

16.1 Lessee's failure to pay any Rent or other sum payable under this Agreement on the date it becomes due.

16.2 Lessee's nonperformance or breach of any term, covenant, condition, warrants, represents or provision of this Agreement or the Terms of Management.

16.3 Lessee's abandonment of Premises without the express prior written consent of Lessor.

16.4 If bankruptcy proceedings are commenced against the Lessee, the Lessee becomes insolvent or a receiver is appointed to the Lessee.

16.5 An adjudication from a court that the Lessee has committed a crime.

16.6 The supplying of incorrect or materially misleading information by the Lessee in connection with the application for rental of the Premises.

16.7 A sublease or assignment by the Lessee in violation of Clause 23 of this Agreement.

16.8 Lessee's operation permit and/or business registration certificate and/or any other similar documents not be renewed by the Lessee or be withdrawn by the government authorities.

16.9 Lessee be reported of violating any legal regulations and instructions relating to its business operation, conditions, and products and services executed at the Premises upon the inspection of the competent Government agencies provided that official written confirmation to be furnished as evidence

17. **Termination and Event of Default**

17.1 The Agreement shall be terminated in the following cases:

(i) The Lease Term is expired and non-renewal of the Lease Agreement;

(ii) Destruction of the Premises due to force majeure event rendering it totally uninhabitable;

(iii) Force Majeure as described in Clause 30 which prevents the Parties from implementing this Lease Agreement;

(iv) The cases stated in Clause 17.2, 17.3 and/or 17.4 herein; and

17.2 A Party's Event of Default occurs if a Party commits an act constituting a breach of any of the covenants terms conditions or provisions of this Agreement (the "Defaulting Party") resulting the other Party has suffered material loss (the "Non-Defaulting Party") and the Defaulting Party has not either:

17.9 At the expiration or earlier determination of the Lease Term (unless renewed pursuant to an option to renew granted hereunder) the Lessee shall at the Lessee's cost:

- (i) Reinstall the Premises and all internal parts of the Premises and other installations to its original state and condition as described in the Initial Inventory (Appendix C) to the satisfaction of the Lessor and remove from the Premises all or any portion of any fixtures fittings additions and improvements, save for those which the Lessor requests to retain, goods assets chattels equipment installed by the Lessee. In all other cases, the removal and reinstatement works in respect of the Premises shall be carried out at the Lessee's sole costs by a contractor appointed by the Lessee and approved by the Lessor and in compliance with the Fitting Out Guidelines.
- (ii) The Lessee shall make good to the satisfaction of the Lessor all damage to the Premises (reasonable fair wear and tear excepted) and the Building resulting from the removal of the Lessee's belongings or reinstatement of the Premises.
- (iii) Quietly yield up the Premises in its original bare state according to Appendix C and condition together with all locks, fastenings and keys to the Premises (irrespective of whether the same have been supplied by the Lessor), if any, complete and in accordance with the Lessee's responsibilities contained in this Lease.

The Lessee shall be responsible for all costs and expenses incurred by the Lessor for recovering and reinstating the Premises if the Lessee fails to implement this Clause.

17.10 At the expiration or earlier determination of the Lease Term (unless renewed pursuant to an option to renew granted hereunder), the Lessor may, at its own sole and absolute discretion, introduce new tenant in replacement of the Lessee. In such case, the Lessee shall have the right to deal with the new tenant for any and all costs and expenses to take over the Lessee's renovations and furniture. For avoidance of doubt, the Lessor shall reserve all rights under Clause 17.9 here above.

17.11 Upon receipt of a notice under Clause 17.3 and 17.4 of this Agreement, this Agreement will terminate on the date set out in the notice, without prejudice to any right or liability of either Party in relation to any cause of action accruing prior to the termination.

18. **Alterations by Lessee.** Save and except for the Fitting-Out Works carried out by the Lessee prior to the Lease Commencement Date, the Lessee shall make no installations, alterations or improvements to the Premises or do any painting or permanent redecorating during the term of this Agreement without first obtaining the express prior written consent of Lessor, such consent not to be unreasonably withheld. Any alterations or improvements done by the Lessee after the Lease Commencement Date without the express prior written consent of the Lessor shall be restored to the initial condition of the Premises at the end of the Term by the Lessee and at the Lessee's expense. Unless otherwise provided by express written consent of the Lessor, any installation, alterations and improvements to the decoration and/or renovation of the Premises made by the Lessee after the Lease Commencement Date will become the property of the Lessor at the term of the Agreement and the Lessee shall have no right to compensation for such constructions or installations to the decoration and/or renovation of the Premises.

19. **Signage.** The Lessee shall not place any sign, billboard, advertisement, or any kind of poster or hang or place any laundry on the exterior of the Premises which can be visible from outside without obtaining the Lessor's prior written approval, such approval not be unreasonably withheld. In case of permitted by the Lessor, the Lessee shall be responsible for any and all costs, expenses, charges and taxes related to the placement of any sign, billboard, advertisement, or any kind of poster on the exterior of the Premises.

20. **Liability and Indemnification.** The Lessee agrees to occupy and use the Premises at the risk of the Lessee, and the Lessee shall indemnify the Lessor its officers, servants, agents and assigns from and against all damage costs, charges, expenses, actions, claims and demands which may be

the English language, although they may be translated into the Myanmar language. The English language version shall be considered binding and shall prevail in any dispute between the parties.

If any provision of this Agreement is ever in conflict with any applicable law or regulation, either now in effect or hereafter adopted, the said law or regulation shall be applied.

28. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and may not be modified except in writing by both Parties
29. **Heirs and Assignees.** This Agreement shall be binding on the heirs, assignees and successors in interest of the Lessor and the Lessee.
30. **Force Majeure.**
- 30.1 Neither the Lessor nor the Lessee shall be required to perform any obligation under this Agreement as long as performance is delayed or prevented by force majeure. Force majeure shall mean acts of God, natural disaster such as earth quake, drought, storm floods, insurrection war, riot civil commotion, national emergency (whether in fact or law), any expropriation restraint prohibition direct, change of applicable laws, decision, resolution by government agencies order and any other unforeseen disaster which has occurred beyond reasonably control of either party, and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.
- 30.2 The Party whose performance of obligation hereunder is affected by such event of Force Majeure ("Affected Party") shall:
- (i) Apply all the necessary measures to resolve or minimize the effect of the event of Force Majeure.
  - (ii) Inform the other Party immediately, (or in case of failure to immediately inform, it should be no later than seven (7) days of an event of Force Majeure and indicate all the solution to its best efforts to minimize the influence of such event of Force Majeure.
  - (iii) Failure to strictly comply with the foregoing requirement by the Affected Party may be considered as the breach of this Lease Agreement.
- 30.3 In case of Force Majeure, the duration of this Lease Agreement shall be extended to an additional period equivalent to the time of such event of Force Majeure during which the Affected Party could not perform its obligations hereunder. If after three (03) consecutive months from the date of such event of Force Majeure, the Affected Party could not remedy, the Non- Affected Party shall be entitled to terminate and liquidate this Lease Agreement.
- 30.4 For avoidance of doubt, the occurrence of an Event of Force Majeure shall not affect Parties' obligations which have accrued before the occurrence of such Event of Force Majeure.
- 30.5 The Parties agree that in case, before Handover Date, Event of Force Majeure occurs, which makes the Premises being destroyed and could not be handed over to the Lessee within three (03) consecutive months from the Handover Date, the Lessor shall refund to Lessee all the remaining paid amounts after deducting all Lessee's outstanding obligation, if any, towards and in respect of this Agreement.
31. **Arbitration.** Any and all claims, demands, disputes, controversies and other matters in question arising out of or in connection with this Agreement, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of 30 days, shall be referred to and finally resolved by binding arbitration proceedings in Myanmar according to the provisions of the Myanmar Arbitration Law (2016) or any legislation or statutory enactment that may replace or substitute such said act.



IN WITNESS HEREOF: Lessor and Lessee hereby execute and agree to the terms and conditions of this Agreement on the date first set out above

**LESSOR:**

For and on behalf of  
Hoang Anh Gia Lai Myanmar Co., Ltd



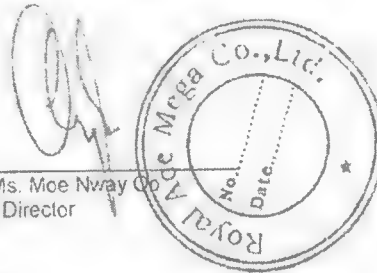
Name: Mr. Cao Duy Thinh  
Position: Managing Director

**WITNESS:**

Name: Ms. Le Thi Kim Hoa  
Position: Sales and Marketing Director

**LESSEE:**

For and on behalf of  
ROYAL ACE MEGA COMPANY LTD.



Name: Ms. Moe Nway Co  
Position: Director

**WITNESS:**

Name: Ms. Yap Mun Yue  
Passport No. A37537580

4. Operating Hours

From Sunday to Thursday: 09.00AM – 09.00PM  
From Friday to Saturday and Public Holiday: 09.00AM – 10.00PM

During the Lease Term, Lessee is entitled to apply to the Lessor for extended Operating Hours for late night show of the cinema and subject to Overtime Charge as designed by the Lessor from time to time.

The Operating Hours shall be subject to change based on Management Policies of the Lessor.

For avoidance of doubt, the Lessee hereby acknowledge that the Lessee is well aware of the following issues which may be happened during the Operating Hours at the Commercial Center, Phase 2:

- Noise caused by events during opening ceremonies and public holidays and from the remaining retail spaces;
- Number of visitors to the Centre shall be huge and constantly, especially rush hours, weekends and public holidays;
- Reasonable level of smell from remaining retail spaces, including but not limited to goods, cosmetic, food and beverage;
- No private toilets shall be provided for the Lessee. The Lessee and its employees, guests and customers shall use the public toilets of the Centre;
- Security may be arranged by the Lessee subject to the Lessee's demand and must follow the Building Rules on opening and closing time.

5. Lease Term

Fifteen (15) Years Lease term from Lease Commencement date

6. Option To Renew

The Lessee shall have the right to renew the Lease for a further term of five (5) years.

(a) Handover Condition

Refer to Appendix C.

The Lessor shall not be obliged to provide any other items or works, save and except stated in Appendix C.

(b) Handover Date

(i) Within Quarter 2<sup>nd</sup> of 2019

(ii) Any change in the targeted Handover Date, Lessor will inform Lessee three (3) months in advance of the new Handover Date.

7.

(iii) The Lessor shall determine when the Handover Date takes place and shall give four (4) weeks prior notice to the Lessee of the actual Handover Date; provided that if for any reason the Handover Date does not take place by this date the Lessor shall notify the Lessee of the new date.

Lessor, which approval shall not be unreasonably withheld and the approval required is related to the Fitting-Out Works of the electrical, air-conditioning, cabling, plumbing, technical, structural, and/or any other utility or safety system within the Premises and the Commercial Center 2.

- (v) During the Fitting Out Period the Rent will be free of charge; however, the Service Charge and the Outgoing based on the actual consumption shall be applied as provided herein.

11. Rent

**\$USD 27/Sqm/Month** (In word: *Twenty-Seven United State Dollars per Sqm per Month*) for the first three (3) years of the Lease Term.

12. Rent Review

The Rent will be reviewed every three years during the Lease term. Any increase or decrease of Rent shall not exceed ten percent (10%) of the previous applicable amount.

13. Payment Term:

- (i) **Rent Commencement Date:** The first date after the end of six (6) months period commencing from Handover Date

- (ii) Rent of first two (2) years shall be paid in advance, equivalent to **USD 1,672,876.8** (In word: *One Million Six Hundred Seventy Two Thousand Eight Hundred and Seventy Six United State Dollars and Eighty Cents*).

- (iii) The payment of the first two (2) years shall be paid in two (02) installments as below:

- **First payment (the "Cash Deposit"):** 10% of Rent of first two (02) years Lease Term, equivalent to **USD 167,287.68** (In Word: *One Hundred Sixty Seven Thousand Two Hundred and Eighty Seven United State Dollars and Sixty Eight Cents*) is settled on 7<sup>th</sup> June 2017.
- **Second payment:** 90% Rent of first two (02) years Lease Term, equivalent to **USD 1,505,589.12** (One Million Five Hundred Five Thousand Five Hundred and Eighty Nine United State Dollars and Twelve Cents) shall be settled within Twenty One (21) days from the date of signing this Agreement and in any case NO later than 31<sup>st</sup> July 2017.

- (iv) Rent for remaining Lease Term will be paid annually in advance and subject to the payment request issued by the Lessor.

17. Insurance

Insurance shall cover including but not limited to:

- (i) losses and damages to glasses, walls, ceilings, and other furniture and facilities (if any) provided by the Lessor inside the Premises,
- (ii) loss and damage to any third party and Lessor's possessions caused by Lessee's defaults, omissions or negligence or its employees, agencies, contractors or its third parties.

18. Address For Notices

Lessor: **HAGL Myanmar Co., Ltd**

Attention: Mr. Cao Duy Thinh

Address: Unit 507-512, Floor 5<sup>th</sup>, HAGL Myanmar Plaza No.192 Kaba Aye Pagoda Road, Bahan Township, Yangon City, Myanmar

Telephone: +95 1 860 5868

Facsimile: +95 1 860 5867

Lessee: **Royal Ace Mega Co., Ltd**

Attention: Ms. Moe Nway Oo

Address: No.7 Thalwin Road, Kamaryut Township, Yangon, Myanmar

Telephone: +95 95410717, +95 9259401603

19. Marketing campaign development and execution by Lessee

- (i) The Lessee shall at its all own costs, expenses and risks invest and construct the multi-screens cinema complex and food concession with international standard.

(ii) The Lessee commits to invest for the Premises as follows:

- to refurbish the cinema interior and lobby in modern design and in line with international standard;
- to equip and install international recognized digital visual equipments/system of sufficient quality to digitally project the contents that meets the specifications for exhibition;
- to design and install perforated cinema screen with motorized masking and curtains;
- to calibrate and equip to install digital sound system with digital sound processors completed with theatrical amplifiers which meet international standard;
- to install and implement computer ticketing system with TV display channel;
- to equip and install recognizable international standard cinematic chairs to each auditorium;
- to spend marketing and promotional dollars to promote the movies which the Lessee release;
- to plan and co-ordinate with the Lessor for the grand opening/ launching of the cinema in respect of the decoration, set-up, guests/ invitees;
- to acquire movies for distribution and exhibition in the territory of Myanmar;

## ANNEX II

### BUILDING SERVICES

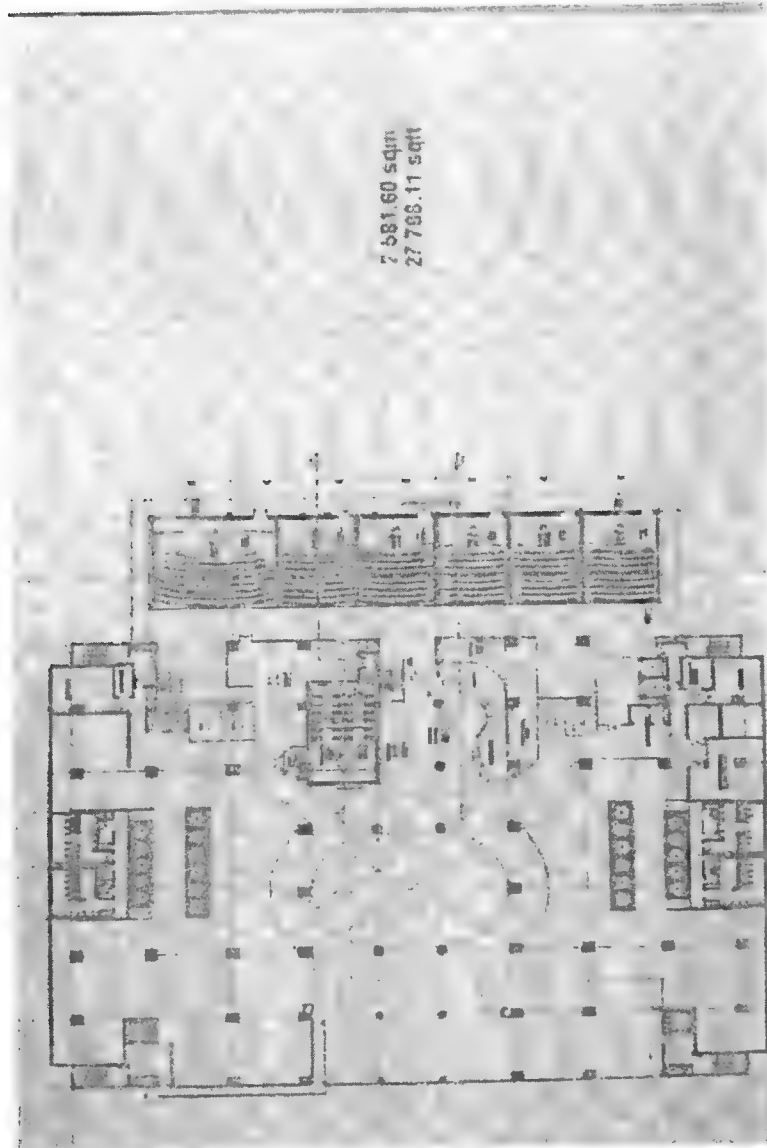
"Building Services" means services provided by the Lessor (and not otherwise the direct responsibility of the Lessee within the terms of this Lease or otherwise) being:

- (1) cleaning of the Common Area (including car parks and other areas of the Building not leased to lessees) and signs (except for those belonging to the Lessee);
- (2) adequate lighting of the Common Area (including car parks and other areas of the Building not leased to lessees) and signs (except for those belonging to the Lessee);
- (3) gardening and landscaping;
- (4) running of the parking area, toilets and other facilities of the Building that are located in the Common Area;
- (5) maintenance and repairs of the Building and the Common Area (including car parks and other areas of the Building not leased to lessees);
- (6) garbage and trade waste disposal;
- (7) administration and management of the Building;
- (8) running maintenance and repairs of the fire prevention system and all air conditioning, ventilation heating, cooling and electrical plant and equipment installed by the Lessor in the Premises, Common Area or elsewhere in the Building; the cost of which is not payable by the Lessee or other lessees or occupiers of the Building in accordance with the terms of this Lease or other leases;  
  
(It is acknowledged that the cost of electricity for operating the air conditioning plant chilled water during Normal Operating Hours (From Sunday to Thursday: 09.00AM – 09.00PM and From Friday to Saturday and Public Holiday: 09.00AM – 10.00PM, hereafter the "Normal Operating Hours") is included as part of Building Services. The costs of electricity for operating the air conditioning chilled water plant outside Normal Operating Hours as and when requested by the Lessee shall be charged to the Lessee as part of the Outgoing Charges.). For avoidance of doubt, the Normal Operating Hours shall be subject to change based on Management Policies of the Lessor.
- (9) operating of the Building; and
- (10) 24 hours a day and seven days a week security and providing and maintaining a security system for the Building and the Land, but not to the Premises.

14. The Lessor will ensure that the name of the Lessee is displayed in the directory of lessees' board to be located in the foyer of the Building in a manner complementary to and in a similar manner to the names of other Lessees and occupiers of the Building;
15. The Lessee shall park its vehicles only in designed parking areas in the Building and shall observe all regulations made by the Lessor from time to time for the parking of vehicles and the use of the car park areas; The car parking fee shall only be applied during Normal Business Hours, the additional car parking fee outside Normal Operating Hours and outside designed parking areas as and when requested by the Lessee shall be charged based on Management Policies of the Lessor.
16. No Lessee shall cause or permit any noise which is or may be a nuisance or annoyance to the occupants of other portions of the Building;
17. No Lessee shall place or leave in the entrance or any of the staircase passages or landings of the Building used in common with other lessees of the Lessor any boxes, goods, furniture or rubbish or otherwise encumber the same;
18. No Lessee shall use the Premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose;
19. No Lessee shall keep or store or allow to be kept or stored upon the Premises or any part thereof any arms, ammunition, saltpetre, gun-powder, kerosene or any other explosive, combustible or unlawful or dangerous goods or substance;
20. No Lessee nor any of the Lessee's agents, employees or invitees shall bring into any passenger lift in the Building any goods, effects, luggage, bulky parcels, food trays or other space-occupying items and the Lessee shall ensure that such items are restricted to the designated lift;
21. No Lessee shall make or permit to emanate in or from the Premises any odour or noxious smell which in the Lessor's opinion is offensive or unusual;
22. The Lessor reserves the right to revise and adjust this Terms of Management (Building Rules) from time to time by giving a prior 30-day-notice to the Lessee.

APPENDIX A1  
THE PREMISES

Unit 401 – 2,581.60 sqm on 4<sup>th</sup> Floor: please see the red area in the layout below.



*[Handwritten signature]*

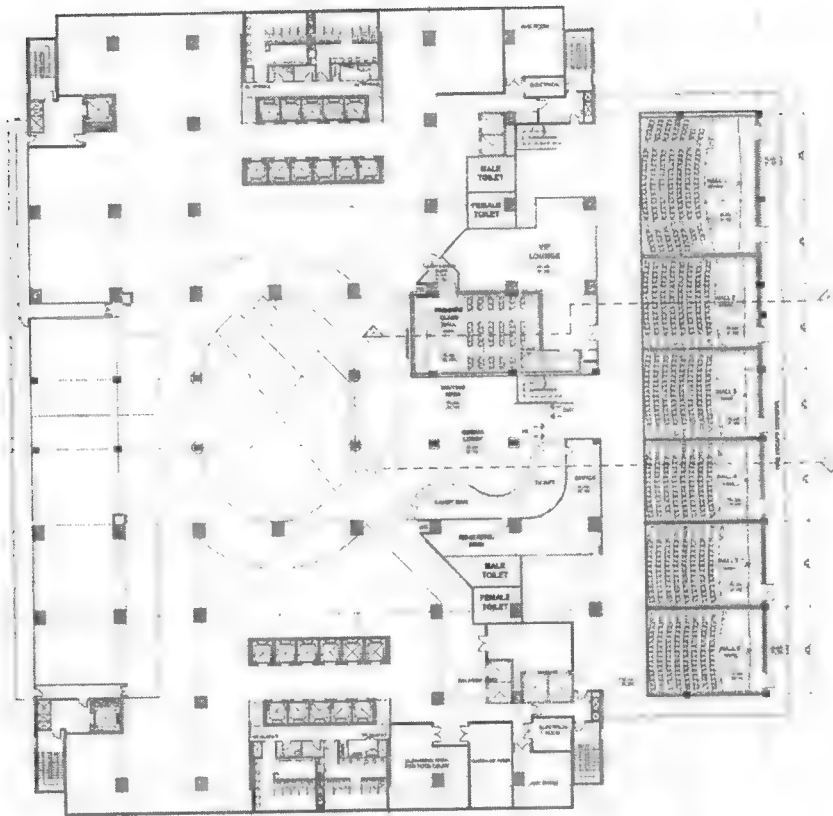
APPENDIX B

**SERVICE CHARGE**

|   |   |
|---|---|
| Service Charge: (Item 10, Item 14, Annex I) | : \$US 1.5/SQM/Month (One US Dollar and Fifty Cents per Square Meter per Month)               |
| Commercial Tax (5%) (if applicable)         | : \$US 0.07 (Zero US Dollar and Seven Cents)  |
| <b>TOTAL SERVICE CHARGE</b>                 | <b>: \$US 1.57/SQM/Month (One US Dollar and Fifty Seven Cents per Square Meter per month)</b> |

12  
Juli Q





REV MYANMAR PLAZA - EXT LEVEL LAYOUT  
08/02/2017 SCALE 1:200

## Google Maps Myanmar Plaza



## OFFICIAL PERMISSION TO USE THE LAND

In accordance with the BOT Contract and Lease Agreement between the Directorate of Hotels and Tourism and Hoang Anh Gia Lai Myanmar Co., Ltd for Hoang Anh Gia Lai Myanmar Centre signed on 18<sup>th</sup> December 2012, the Directorate of Hotels and Tourism, Myanmar hereby delivers the Project Land (18.131 acres) located at No. (192), Kaba Aye Pagoda Road, Bahan Township in Yangon Region, the Republic of the Union of Myanmar to Hoang Anh Gia Lai Myanmar Co., Ltd for a period of initial (30) years to use for the project of Hoang Anh Gia Lai Myanmar Centre and Hoang Anh Gia Lai Myanmar Co., Ltd hereby receives the said Land.

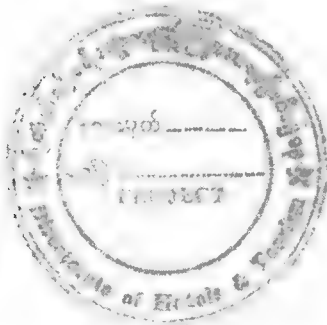
We attached the location map of the Land.

**The Lessor**

  
(U Aung Zaw Win)

Director General

Directorate of Hotels and Tourism



**The Lessee**

  
(Mr. Le Hung)

Director

Hoang Anh Gia Lai Myanmar  
Co., Ltd

General Director

Hoang Anh Construction and  
Development House Joint Stock  
Company

Dated this

day of

2018

DEED OF NOVATION OF LEASE AGREEMENT

BETWEEN

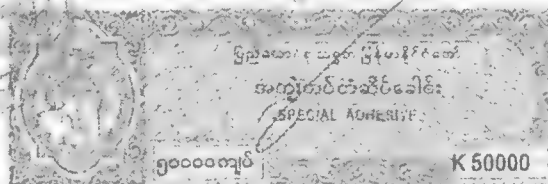
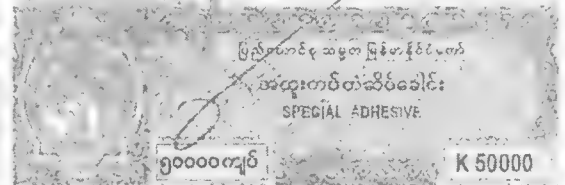
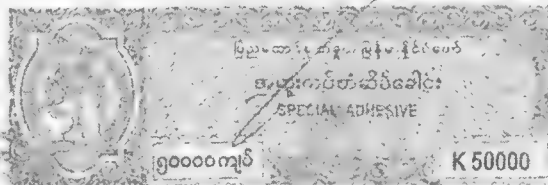
HOANG ANH GIA LAIMYANMAR CO., LTD  
the "Lessor"

AND

ROYAL ACE MEGA CO., LTD  
the "Original Lessee"

AND

MYANMAR CINEMATIC CO., LTD  
the "New Lessee"



NOVATION AGREEMENT OF  
RETAIL LEASE AGREEMENT NO. MC2/2017/RL/4F-401 DATED 17<sup>TH</sup> JULY 2017

THIS NOVATION AGREEMENT of Retail Lease Agreement (Hereinafter called the "Novation") is made this                      day of                      2018 (Hereinafter called the "Effective Date")

AMONG

HOANG ANH GIA LAIMYANMAR CO., LTD a company incorporated and existing under the laws of Myanmar, having its registered office address at No. 192 Kaba Aye Pagoda Road, Bahan Township, Yangon, Myanmar, represented by Mr. Cao Duy Thinh – Managing Director, a citizen of Vietnam holding passport number C1935427 issued on 10<sup>th</sup> August 2016. (Hereinafter called the "Lessor" which expression shall include its successors, permitted assigns and legal representatives) of the first part;

AND

ROYAL ACE MEGA CO., LTD. a company incorporated and existing under the laws of Myanmar, having its business office address at No 7 Thalwin Road, Kamaryut Township, Yangon, Myanmar, represented by Ms. Moe Nway Oo –Director, a citizen of Myanmar holding NRC number 12/KA MA YA (N) 058235 (Hereinafter called the "Original Lessee") of the second part;

AND

MYANMAR CINEMATIC CO., LTD. a company incorporated and existing under the laws of Myanmar, having its business office address at Level 8 Room 5 Crystal Tower Office, Between Pyay Road and Kyun Taw Road, Kamaryut Township, Yangon, Myanmar, represented by Ms. The Theint Wah holding NRC number 12/Kamaya (Naing) 062001 (Hereinafter called the "New Lessee") of the third part.

The Lessor, the Original Lessee and the New Lessee hereinafter referred to collectively as the "Parties" and separately as a "Party".

WHEREAS:

A. By the Retail Lease Agreement No. MC/2017/RL/4F-401 dated the 17<sup>th</sup> day of July 2017 (hereinafter called the "Lease Agreement") made between the Lessor of one part and the Original Lessee of the other part, the Lessor agreed to grant unto the Original Lessee and the Original Lessee agreed to take a lease of all that leased premises at Commercial Center, Phase 2, Hoang Anh Gia Lai Myanmar Centre Project – 192 Kaba Aye Pagoda Road, Bahan Township, Yangon, Myanmar, known as:

- (i) Unit No. 401  
Floor No: 4<sup>th</sup> Floor  
Total Net Leasable area: 2,581.60 SQM (including areas of partitions); and
- (ii) The right to use the corridor of Unit 501 (5<sup>th</sup> Floor) throughout the Lease Term and Renewed Term, as defined in the Lease Agreement, for the walkway access into the cinema auditoriums with the area of 300 SQM,

specified in Appendix A1 and Appendix A2 attached to the Lease Agreement (hereinafter collectively referred to as the "Leased Premises") for a term of Fifteen (15) years commencing from the Lease Commencement Date stated in Item 5 and Item 8 Annex 1 of the Lease Agreement and subject to the covenants, terms and conditions therein set forth;

- B. The Original Lessee wishes to transfer absolutely unto the New Lessee all its rights, title, liabilities, obligation, duties, responsibilities, interest and benefit in and to the Leased Premises and under the Lease Agreement and to be released and discharged from the Lease Agreement, subject to the terms and conditions contained herein;
- C. The New Lessee acknowledges and agrees to take the complete and absolute novation from the Original Lessee as a party of the said Lease Agreement. The New Lessee hereby undertakes to perform and wishes to be bound by all the terms and conditions of the Lease Agreement in every way as if the New Lessee were named in the Lease Agreement as a party thereto in place of the Original Lessee, subject to the terms and conditions contained herein;
- D. At the requests of the Original Lessee and the New Lessee, the Lessor has agreed to the novation of the Lease Agreement and to the substitution of the New Lessee in place of the Original Lessee as a party to the Lease Agreement, subject to the terms and conditions contained herein.

NOW THIS NOVATION IS AGREED as follows:

1. THE NOVATION

In consideration of the New Lessee assuming the entire responsibilities for and undertaking to carry out, discharge and perform all whatsoever agreements, conditions, covenants, liabilities, stipulations and terms on the part of the Original Lessee contained in the Lease Agreement, the Original Lessee hereby absolutely transfers and conveys to and holds the same unto the New Lessee, with effect from the Effective Date of this Novation, all whatsoever rights, title, interests, benefits, remedies, obligations and liabilities of the Original Lessee in and to the said Leased Premises under or pursuant to the Lease Agreement upon the terms and conditions contained hereinafter.

2. ACKNOWLEDGMENT BY THE LESSOR

(a) In consideration of the New Lessee undertaking all whatsoever obligations and liabilities on the part of the Original Lessee expressed in the Lease Agreement and to discharge the same and observe perform and carry out all the agreements, covenants, stipulations, terms and conditions on the part of the Original Lessee in the Lease Agreement, the Lessor hereby accepts and acknowledge the liability of the New Lessee under the Lease Agreement in lieu of the liability of the Original Lessee. The Lessor hereby acknowledges and accepts that from the Effective Date of this Novation, the New Lessee shall be treated in every way as if the New Lessee were named in the Lease Agreement as a party thereto in place of the Original Lessee.

(b) The Lessor represents and warrants that:

- (i) as of the Effective Date hereof, it has made no prior direct transfer (whether by way of security or otherwise) of any interest or obligation in or under the Lease Agreement; and
- (ii) as of the Effective Date hereof, any and all omissions and actions, including payments, by the Original Lessee under the Lease Agreement prior to the Effective Date hereof shall be deemed to have been made by the New Lessee; simultaneously, all obligations

of the Original Lessee under the Lease Agreement required to be performed on or before the Effective Date hereof, included but not limited to payments and indemnities (if any), which have not been fulfilled shall be performed and discharged by the New Lessee.

3. THE ORIGINAL LESSEE'S COVENANTS

- (a) The Original Lessee represents and warrants that all obligations of the Original Lessee under the Lease Agreement required to be performed on or before the Effective Date hereof have been fulfilled.
- (b) The Original Lessee hereby expressly agrees and confirms that henceforth the Original Lessee shall have no rights, interest or benefits whatsoever arising from and/or to the Lease Agreement and the Leased Premises thereon or any part thereof and the Original Lessee hereby expressly acknowledges that from the Effective Date of this Novation the New Lessee is the person assumed all the obligations and liabilities, entitled to the rights, interest and benefits in and to the Leased Premises as well as over the Lease Agreement.
- (c) Notwithstanding the warrant in Clause 3(a) and anything to the contrary herein contained,
  - (i) as of the Effective Date herein, any and all outstanding obligations and liabilities of the Original Lessee under or in respect of the Lease Agreement, whether arising or accruing before or on the Effective Date of this Novation, including payments and indemnities, shall be performed and discharged by the New Lessee;
  - (ii) the Original Lessee shall be obligated to any of its breaches of the applicable law of Myanmar regarding to performing the Lease Agreement before the Effective Date hereof, if any.
- (d) The Original Lessee, jointly with the New Lessee, shall at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement to transfer and convey the lease of the Leased Premises and the Lease Agreement to the New Lessee from the Effective Date hereof.

4. THE NEW LESSEE'S COVENANTS

- (a) The New Lessee hereby undertakes and covenants with the Lessor that the New Lessee shall perform all obligations and observe perform and comply with all the terms and conditions contained in the Lease Agreement.
- (b) The New Lessee shall, jointly with the Original Lessee, at all times hereafter save harmless and keep the Lessor indemnified against all actions proceedings claims demands penalties costs and expenses which may be brought or made against or incurred by the Lessor in connection with the Lessor's agreement to accept the transfers and conveys the lease of the Leased Premises and the Lease Agreement to the New Lessee from the Effective Date hereof.
- (c) Notwithstanding anything to the contrary stipulated herein, as of the Effective Date of this Novation, the New Lessee hereby undertakes and covenants with the Lessor that any and all outstanding obligations and liabilities of the Original Lessee under or in respect of the Lease Agreement, whether arising or accruing before or on the Effective Date of this Novation, including payments and indemnities (if any), shall be performed and discharged by the New Lessee; and the New Lessee, together with the

Original Lessee, shall jointly and severally indemnify the Lessor (together with its officers, employees, servants and agents) against any and all losses, damages, actions, proceedings, claims, demands, liabilities and costs and expenses (including full legal costs) which may be suffered or incurred by the Lessor or asserted against the Lessor by any person in respect of the matters set forth in Clause 3.(c)(ii).

- (d) In amplification and not in derogation of the matters hereinbefore expressed and set forth, the Parties hereto hereby expressly agree and confirm with each other that subject only to the express terms conditions and modifications herein contained, the New Lessee shall further assume all and sundry the obligations and liabilities and shall be entitled to all whatsoever rights, interest and benefits imposed upon or vested in the Original Lessee by under or pursuant to the Lease Agreement as fully and effectively as if the New Lessee had been the party to the Lease Agreement in place of the Original Lessee and each of the Parties hereto severally covenants and undertakes to do all acts and execute all instruments necessary or expedient for the purpose of effecting the stipulations hereinbefore expressed.

5. EFFECTIVENESS

This Novation shall be deemed effective upon the execution of this Novation by the Parties and henceforth the New Lessee shall be governed by all the terms stipulations, agreements, covenants, provisions, restrictions and conditions contained in the Lease Agreement mutatis mutandis as if the New Lessee has been a party to the Lease Agreement in place of the Original Lessee.

6. ENTIRE AGREEMENT

- (a) The terms and conditions of this Novation represent the entire agreement between the Parties relating to the novation of the Lease Agreement before the Effective Date hereof. Except as specifically modified by this Novation, all the terms and conditions of the Lease Agreement shall remain in full force and effect.
- (b) Except as specifically provided herein, no provision in this Novation, or any action by the Parties herein prior to the Effective Date of this Novation, shall be construed as a waiver of any right under the Lease Agreement or any other agreement or applicable law against the other Party, including without limitation, any right with respect to any default under the Lease Agreement.
- (c) If at any time any provision hereof is or becomes invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality, and/or enforceability of the remaining provisions hereof.
- (d) All the provisions of this Novation shall be deemed to be incorporated into and form an integral part of the Lease Agreement, subject to such alterations or variations where necessary to make the provisions of this Novation consistent with the provisions of such Lease Agreement, and in the event of any conflict or discrepancy between the provisions of the said Lease Agreement and any of the provisions of this Novation, the provisions of the said Lease Agreement shall prevail.

7. NOTICE

Any notice required to be served hereunder shall be sufficiently served on the receiving Party if sent by prepaid registered post addressed to the receiving Party at its address stated herein. Any notice shall be deemed to have been received by the

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addressees on the day in which it ought in the due course of post to have been delivered.

8. STAMP DUTY

The New Lessee shall be responsible for doing Stamp Duty and the payment of the stamp duty payable in respect of this Novation. In addition, the Original Lessee and the New Lessee shall jointly and separately be responsible for any and all legal costs for the preparation of this Novation. No legal costs shall be charged to the Lessor.

9. BINDING ON SUCCESSORS

This Novation shall be binding on the respective permitted assigns, personal representatives and successors in title of the Parties hereto and herein.

10. TRANSFER AND ASSIGNMENT

The New Lessee shall have no right to assign and/or transfer by any mean the Lease Agreement and this Novation to any third party without the Lessor's prior consent in written. The New Lessee agrees and acknowledges that the Lessor may apply an administration fee for any request of transfer from the New Lessee.

11. GOVERNING LAW AND JURISDICTION

This Novation shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar. In relation to any legal action or proceeding arising out of or in connection with this Novation, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of the Union of Myanmar.

12. DEFINITION

In this Novation save and except where the context otherwise requires:

- (a) The expressions "the Original Lessee" and "the New Lessee" include the respective successors, personal representatives and permitted assigns of the Original Lessee and the New Lessee, and where two or more persons are included in either expression, the Novation binds such persons jointly and severally.
- (b) Words importing the masculine gender also include the feminine and neuter gender.
- (c) Words importing the singular number also include the plural number and vice versa.
- (d) Words and expressions defined in the Lease Agreement, when used or referred to in this Novation, shall bear the same meaning as that provided for in the Lease Agreement.
- (e) From the Effective Date of this Novation, the New Lessee shall be referred to as the "Lessee" in the communication between the Lessor and the New Lessee for the purposes of the Lease Agreement.

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IN WITNESS WHEREOF the Parties have hereunto set their hands the day and the year first above written.

**LESSOR:**

For and on behalf of

HOANG ANH GIA LAI MYANMAR CO., LTD

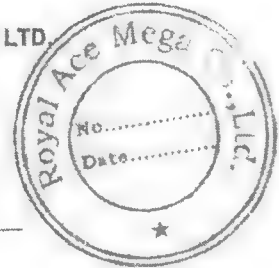


Name: Mr. Cao Duy Thinh  
Position: Managing Director

**ORIGINAL LESSEE:**

For and on behalf of

ROYAL ACE MEGA COMPANY LTD.



Name: Ms. Moe Nway Oo  
Position: Director

**WITNESS:**

Name: Ms. Le Thi Kim Hoa  
Position: Sales and Marketing Director

**WITNESS:**

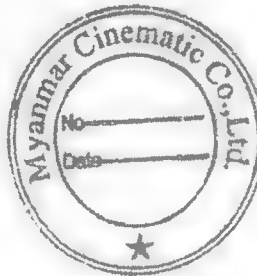
Name: Ms. Yap Mun Yue  
Passport No. A37537580

**NEW LESSEE:**

For and on behalf of

MYANMAR CINEMATIC CO., LTD.

Name: Ms. The Theint Wah  
Position: Director



**WITNESS:**

Name: Ms. Yap Mun Yue Akoyi Khine  
Passport No. A37537580  
NRC No. 098446

### Mega Ace (Capital ) Annual Salary Range ( 2018 - 2022)

| No | Designation       | Year 1          |                      |                     | Year 2          |                      |                     | Year 3          |                      |                     | Year 4          |                      |                     | Year 5          |                      |                     |
|----|-------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|
|    |                   | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) |
| 1  | Manager           | 1               | 365,000.00           | 4,380,000.00        | 1               | 419,750.00           | 5,037,000.00        | 1               | 482,712.50           | 5,792,550.00        | 1               | 555,119.38           | 6,661,432.50        | 1               | 666,143.25           | 7,993,719.00        |
| 2  | Supervisor        | 1               | 191,600.00           | 2,299,200.00        | 1               | 220,340.00           | 2,644,080.00        | 1               | 253,391.00           | 3,040,692.00        | 1               | 291,399.65           | 3,496,795.80        | 1               | 349,679.58           | 4,196,154.96        |
| 3  | Accountant        | 1               | 185,000.00           | 2,220,000.00        | 1               | 212,750.00           | 2,553,000.00        | 1               | 244,662.50           | 2,935,950.00        | 1               | 281,361.88           | 3,376,342.50        | 1               | 337,634.25           | 4,051,611.00        |
| 5  | Theater Technicia | 2               | 172,000.00           | 2,064,000.00        | 2               | 189,200.00           | 2,270,400.00        | 2               | 217,580.00           | 2,610,960.00        | 2               | 250,217.00           | 3,002,604.00        | 2               | 300,260.40           | 3,603,124.80        |
| 6  | Ticket Sales      | 4               | 153,000.00           | 1,836,000.00        | 4               | 168,300.00           | 2,019,600.00        | 4               | 193,545.00           | 2,322,540.00        | 4               | 222,576.75           | 2,670,921.00        | 4               | 267,092.10           | 3,205,105.20        |
| 7  | F & B Sales       | 4               | 153,000.00           | 1,836,000.00        | 4               | 168,300.00           | 2,019,600.00        | 4               | 193,545.00           | 2,322,540.00        | 4               | 222,576.75           | 2,670,921.00        | 4               | 267,092.10           | 3,205,105.20        |
| 8  | Attender          | 5               | 153,000.00           | 1,836,000.00        | 5               | 168,300.00           | 2,019,600.00        | 5               | 193,545.00           | 2,322,540.00        | 5               | 222,576.75           | 2,670,921.00        | 5               | 267,092.10           | 3,205,105.20        |
| 9  | Cleaner           | 6               | 153,000.00           | 1,836,000.00        | 6               | 168,300.00           | 2,019,600.00        | 6               | 193,545.00           | 2,322,540.00        | 6               | 222,576.75           | 2,670,921.00        | 6               | 267,092.10           | 3,205,105.20        |

Total

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**Mega Ace (City Square) Annual Salary Range ( 2018 - 2022)**

| No    | Designation  | Year 1          |                      |                     | Year 2          |                      |                     | Year 3          |                      |                     | Year 4          |                      |                     | Year 5          |                      |                     |
|-------|--------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|
|       |              | No. of Employee | Monthly Salary (MMK) | Annual Salary (MMK) | No. of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No. of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No. of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No. of employee | Monthly Salary (MMK) | Annual Salary (MMK) |
| 1     | Manager      | 1               | 365,000.00           | 4,380,000.00        | 1               | 401,500.00           | 4,818,000.00        | 1               | 461,725.00           | 5,540,700.00        | 1               | 530,983.75           | 6,371,805.00        | 1               | 637,180.50           | 7,646,166.00        |
| 3     | Accountant   | 1               | 155,000.00           | 1,860,000.00        | 1               | 170,500.00           | 2,046,000.00        | 1               | 196,075.00           | 2,352,900.00        | 1               | 225,486.25           | 2,705,835.00        | 1               | 270,583.50           | 3,247,002.00        |
| 5     | Theater Tech | 1               | 172,000.00           | 2,064,000.00        | 1               | 189,200.00           | 2,270,400.00        | 1               | 217,580.00           | 2,610,960.00        | 1               | 250,217.00           | 3,002,604.00        | 1               | 300,260.40           | 3,603,124.80        |
| 6     | Ticket Sales | 3               | 153,000.00           | 1,836,000.00        | 3               | 168,300.00           | 2,019,600.00        | 3               | 193,545.00           | 2,322,540.00        | 3               | 222,576.75           | 2,670,921.00        | 3               | 267,092.10           | 3,205,105.20        |
| 7     | F & B Sales  | 4               | 153,000.00           | 1,836,000.00        | 4               | 168,300.00           | 2,019,600.00        | 4               | 193,545.00           | 2,322,540.00        | 4               | 222,576.75           | 2,670,921.00        | 4               | 267,092.10           | 3,205,105.20        |
| 8     | Attendee     | 5               | 153,000.00           | 1,836,000.00        | 5               | 168,300.00           | 2,019,600.00        | 5               | 193,545.00           | 2,322,540.00        | 5               | 222,576.75           | 2,670,921.00        | 5               | 267,092.10           | 3,205,105.20        |
| Total |              | 15              |                      |                     | 15              |                      |                     | 15              |                      |                     | 15              |                      |                     | 15              |                      |                     |

Don't change the data cell to prevent data loss.

Measurement unit is per employee per year.

### Mega Ace (Myanmar Plaza ) Annual Salary Range ( 2018 - 2022)

| No | Designation          | Year 1          |                      |                     | Year 2          |                      |                     | Year 3          |                      |                     | Year 4          |                      |                     | Year 5          |                      |                     |
|----|----------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|-----------------|----------------------|---------------------|
|    |                      | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) | No: of employee | Monthly Salary (MMK) | Annual Salary (MMK) |
| 1  | Manager              | 1               | 365,000.00           | 4,380,000.00        | 1               | 419,750.00           | 5,037,000.00        | 1               | 482,712.50           | 5,792,550.00        | 1               | 555,119.38           | 6,661,432.50        | 1               | 666,143.25           | 7,993,719.00        |
| 2  | Supervisor           | 1               | 215,000.00           | 2,580,000.00        | 1               | 247,250.00           | 2,967,000.00        | 1               | 284,337.50           | 3,412,050.00        | 1               | 326,988.13           | 3,923,857.50        | 1               | 392,385.75           | 4,708,629.00        |
| 3  | Accountant           | 1               | 185,000.00           | 2,220,000.00        | 1               | 212,750.00           | 2,553,000.00        | 1               | 244,662.50           | 2,935,950.00        | 1               | 281,361.88           | 3,376,342.50        | 1               | 337,634.25           | 4,051,611.00        |
| 4  | Building Maintenance | 1               | 250,000.00           | 3,000,000.00        | 1               | 287,500.00           | 3,450,000.00        | 1               | 330,625.00           | 3,967,500.00        | 1               | 380,218.75           | 4,562,625.00        | 1               | 456,262.50           | 5,475,150.00        |
| 5  | Theater Technician   | 6               | 172,000.00           | 2,064,000.00        | 6               | 189,200.00           | 2,270,400.00        | 6               | 217,580.00           | 2,610,960.00        | 6               | 250,217.00           | 3,002,604.00        | 6               | 300,260.40           | 3,603,124.80        |
| 6  | Ticket Sales         | 10              | 153,000.00           | 1,836,000.00        | 10              | 168,300.00           | 2,019,600.00        | 10              | 193,545.00           | 2,322,540.00        | 10              | 222,576.75           | 2,670,921.00        | 10              | 267,092.10           | 3,205,105.20        |
| 7  | F & B Sales          | 6               | 153,000.00           | 1,836,000.00        | 6               | 168,300.00           | 2,019,600.00        | 6               | 193,545.00           | 2,322,540.00        | 6               | 222,576.75           | 2,670,921.00        | 6               | 267,092.10           | 3,205,105.20        |
| 8  | Attendee             | 10              | 153,000.00           | 1,836,000.00        | 10              | 168,300.00           | 2,019,600.00        | 10              | 193,545.00           | 2,322,540.00        | 10              | 222,576.75           | 2,670,921.00        | 10              | 267,092.10           | 3,205,105.20        |
| 9  | Cleaner              | 15              | 153,000.00           | 1,836,000.00        | 15              | 168,300.00           | 2,019,600.00        | 15              | 193,545.00           | 2,322,540.00        | 15              | 222,576.75           | 2,670,921.00        | 15              | 267,092.10           | 3,205,105.20        |
|    |                      | 51              |                      |                     | 51              |                      |                     | 51              |                      |                     | 51              |                      |                     | 51              |                      |                     |

# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ။ ။ ခုနစ် ၊ လ ၊ ရက်။

အကြောင်းအရာ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လုပ်ငန်းဆောင်ရွက်ချက်နှင့် ပတ်သတ်၍ ကတိဝန်ခံချက်ပေးပို့ခြင်း။

ကျွန်တော်များ "MYANMAR CINEMATIC Co., Ltd " သည် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် တွင် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ အဆင့်မြင့်ရုပ်ရှင်ရုံ ဖွင့်လှစ်ခြင်းလုပ်ငန်း လုပ်ကိုင်ဆောင်ရွက်ရန် အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီဖြစ်ပါသည်။

အောက်ဖော်ပြပါအချက်များကိုသိရှိလိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

၁။ ဝန်ထမ်းများခန့်ထားခြင်း၊ ဝန်ထမ်းများ၏ လူမှုဖူလုံရေးနှင့် သက်သာချောင်ချိရေး ခံစားခွင့်ကိစ္စများတွင် သက်ဆိုင်ရာအလုပ်သမားညွှန်ကြားမှု ဦးစီးဌာနမှ ထုတ်ပြန်ထားသော တည်ဆဲဥပဒေ ၊ အမိန့် ၊ ညွှန်ကြားချက်များနှင့်အညီ တိကျစွာလိုက်နာ ဆောင်ရွက်မည် ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

၂။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် မီးဘေးနှင့် သဘာဝဘေးအန္တရာယ် ကြိုတင်တားဆီး ကာကွယ်ရေးနှင့် လုပ်ငန်းခွင် မတော်တဆထိခိုက်မှုများ အန္တရာယ်မဖြစ်ပေါ်စေရန် ကြိုတင် ကာကွယ်ရေး စီမံချက်ရေးဆွဲ၍ လုပ်ငန်းများ ဆောင်ရွက်သွားမည် ဖြစ်ကြောင်း ဝန်ခံကတိ ပြုပါသည်။

၃။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ခွင့်ပြုမိန့်ဖြင့် အဆိုပြုလုပ်ငန်း လုပ်ကိုင်ဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ညစ်ညမ်းမှု မဖြစ်ပေါ်စေရန် လိုအပ်သောအစီအမံများ ပြုလုပ်၍ လုပ်ငန်းဆောင်ရွက်မည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်



ဒေါ်သီရိဝေ  
Director

# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ။ ။ ခုနစ်။ လ။ ရက်။

အကြောင်းအရာ။ ။ ဝန်ထမ်းများ၏ လစာဝင်ငွေအပေါ်တွင် ဝင်ငွေခွန် ပေးဆောင်ခြင်းနှင့် စပ်လျဉ်း၍ ဝန်ခံကတိပြုခြင်းကိစ္စ။

ကျွန်တော်တို့၏ "MYANMAR CINEMATIC Co., Ltd" သည် ဝန်ထမ်းများ၏ ဝင်ငွေခွန်ပေးဆောင်ခြင်းကို ၎င်းတို့၏ တစ်နှစ်စာလစာဝင်ငွေ ၄,၈၀၀,၀၀၀ ကျပ် (စာဖြင့် လေးဆယ့်ရှစ်သိန်းကျပ်) နှင့် အထက်ရရှိသော ဝန်ထမ်းများ၏ ဝင်ငွေမှ ဝင်ငွေခွန်ဥပဒေအရ ခံစားခွင့်ပြုထားသည့် သက်သာခွင့်များနှုတ်ယူပြီး ဝင်ငွေခွန်တွက်ချက်ပြီး ပြည်တွင်းအခွန်များ ဦးစီးဌာနသို့ မှန်မှန်မပျက်မကွက် ပေးဆောင်သွားမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်



မိုးသိန်းမိုး

Managing Director

Myanmar Cinematic Company Limited

# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ။ ။ ခုနစ် ၊ လ ၊ ရက်။

အကြောင်းအရာ။ ။ လူမှုရေးဆိုင်ရာ တာဝန်ယူဆောင်ရွက်မှုအစီအစဉ်။

လူမှုရေးဆိုင်ရာ တာဝန်ယူဆောင်ရွက်မှု အစီအစဉ်အနေဖြင့် အသားတင်အမြတ်ငွေ၏ ၊  
ရာခိုင်နှုန်းအား ထည့်ဝင်ရန် စီစဉ်ထားသည့်အပြင် စက်မှုကဏ္ဍ ဖွံ့ဖြိုးစေရန်ရည်ရွယ်ပြီး ကျွန်ုပ်တို့၏  
ဝန်ထမ်းများအတွက် စွမ်းရည်တည်ဆောက်ခြင်း မူဝါဒလမ်းစဉ်အား အသုံးပြုသွားရန်လည်း  
စီစဉ်ထားပါသည်။

- ပညာရေးကဏ္ဍ
- ကျန်းမာရေး စောင့်ရှောက်မှုကဏ္ဍ
- လူမှုရေး ကဏ္ဍ
- သဘာဝဘေးအန္တရာယ် ကာကွယ်ရေး
- ဒေသခံပြည်သူများ ဖွံ့ဖြိုးရေး

လေးစားစွာဖြင့်



ထိပ်ခံသိမ်းခံ

Managing Director

Myanmar Cinematic Company Limited



# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ။

။

ခုနစ်၊

လ၊

ရက်။

အကြောင်းအရာ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ ပတ်ဝန်းကျင်ညစ်ညမ်းမှု  
မရှိစေရန် ဆောက်ရွက်ထားမှု အခြေအနေတင်ပြခြင်း။

ဤအထက်ပါ အကြောင်းအရာကိစ္စနှင့်ပတ်သတ်၍ ကျွန်တော်တို့၏ "MYANMAR  
CINEMATIC CO.,LTD" အနေဖြင့် လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်  
ညစ်ညမ်းမှုမရှိစေရန် လိုအပ်သောအစီအမံများ၊ ကြိုတင်ကာကွယ်မှုများ ပြုလုပ်ဆောင်ရွက်  
ထားမည်ဖြစ်ပါသည်။ လုပ်ငန်းခွင်အတွင်းကျန်းမာရေးနှင့် ညီညွတ်သော သန့်စင်ခန်းများ  
လုံလောက်စွာစီမံထားရှိခြင်း ၊ ရေသုံးစွဲရန် သုံးရေများအလုံအလောက် ရရှိအောင်  
ဆောင်ရွက်ထားခြင်း ၊ အမှိုက်စွန့်ပစ်ရန်နေရာများအား စနစ်တကျ စီမံထားခြင်း စသည့်  
အစီအစဉ်များကို စနစ်တကျ စီမံထားရှိမည် ဖြစ်ပါသည်။ ကျွန်တော်တို့လုပ်ငန်းခွင်အတွင်းမှ  
ရရှိလာမည့် စွန့်ပစ်ပစ္စည်းများကိုစနစ်တကျ စွန့်ပစ်နိုင်အောင် စီမံ ဆောက်ရွက်ထားမည်  
ဖြစ်ပါသည်။

လေးစားစွာဖြင့်



ကျော်စိုးဝင်း

Managing Director

Myanmar Cinematic Company Limited

# Myanmar Cinematic Company Limited

Level 8, Room No.5, Crystal Tower Office, Between Pyay Road & Kyun Taw Road,  
7 Ward, Kamayut Township, Yangon, Myanmar

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊

လ၊ ရက်

အကြောင်းအရာ။ ။ မီးဘေးကြိုတင်ကာကွယ်ရေးအစီအစဉ် ။

ကျွန်တော်တို့ "Myanmar Cinematic Co., Ltd" အနေဖြင့် မီးဘေးကြိုတင်  
ကာကွယ်ရေး အစီအစဉ်အား အောက်ဖော်ပြပါ အချက်အလက်များအတိုင်း ပြင်ဆင်မည်  
ဖြစ်ကြောင်းတင်ပြ အပ်ပါသည်။

- အချက်ပေးစနစ်
- မီးဘေးကြိုတင်ကာကွယ်ရေး သင်တန်းပေးခြင်း
- လုံခြုံရေး ကင်မရာများ
- ဆေးလိပ်သောက်သည့်နေရာ သတ်မှတ်ပေးခြင်း
- မီးသတ်ဆေးဘူးများ အသုံးပြုနည်းသင်တန်းပေးခြင်း
- မီးအာမခံထားခြင်း
- မီးဘေးအန္တရာယ်ကာကွယ်ရန် သန့်ရှင်းအောင်ထားခြင်း
- မတော်တဆ ထိခိုက်မှု မဖြစ်စေရန် မီးဘေးကာကွယ်ရေးစည်းကမ်းများ
- မီးသတ်ဆေးဘူးများ

လေးစားစွာဖြင့်



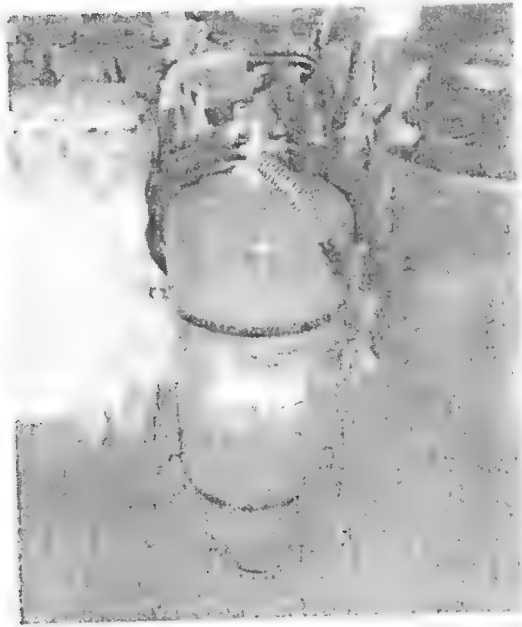
၁၆/၁၁/၂၀၁၈

Managing Director

Myanmar Cinematic Company Limited

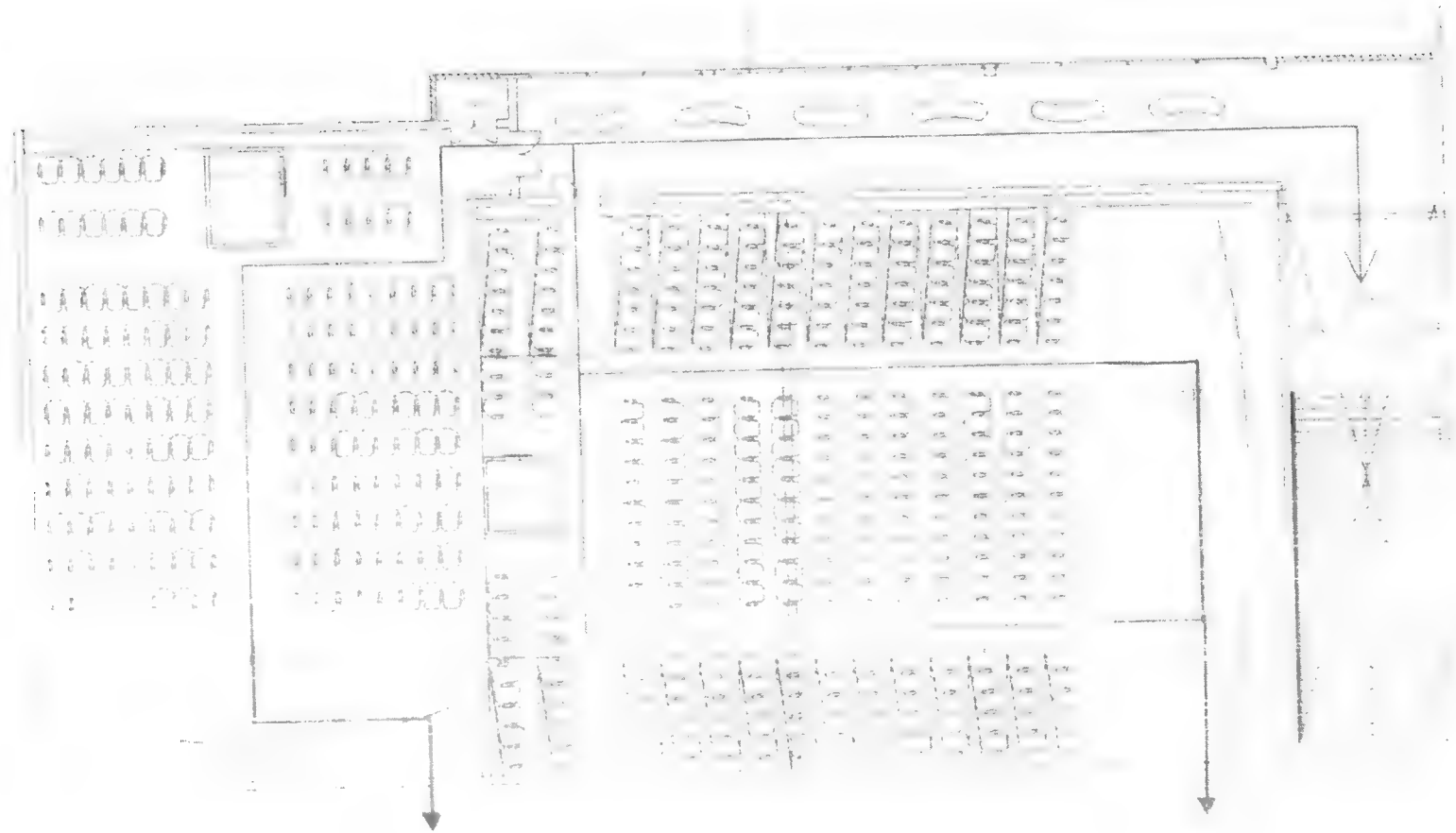
## • K. SAFETY PLAN.

- the contents of the container
- the proper placement of the fire
- the expiry date of the extinguisher
- the way a fire extinguisher should be used
- the fire extinguisher's location
- the discovery of fire
- the place of fire immediately
- the fire
- the fire
- the fire



1. What is the purpose of the study?  
 The purpose of the study is to determine the effect of the use of a computer program on the learning of the English language.

# CITY MALL (TAUNGGOYI) FIRE ESCAPE PLAN



# Mega Ace Capital

## AVERAGE TICKET PRICE AND CONCESSION PRICE

|            |            |       |
|------------|------------|-------|
| Unit Price | Tickets    | 3,800 |
| per        | Concession | 671   |

|             |            |       |
|-------------|------------|-------|
| Profit Rate | Tickets    | 50.0% |
|             | Concession | 70.0% |

|                  |            |    |
|------------------|------------|----|
| Rate of Increase | Tickets    | 5% |
|                  | Concession | 5% |

|              | 2019  | 2020  | 2021  | 2022  | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  |
|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Ticket Price | 3,800 | 4,100 | 4,420 | 4,770 | 5,150 | 5,560 | 6,000 | 6,480 | 6,999 | 7,440 |
| Concession   | 671   | 720   | 770   | 830   | 890   | 960   | 1,030 | 1,110 | 1,190 | 1,280 |

## EXPECTED ADMISSION

(Unit: Thousand people)

|            | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|------------|------|------|------|------|------|------|------|------|------|------|
| Admittance | 225  | 236  | 248  | 260  | 273  | 287  | 296  | 305  | 314  | 323  |
| Occupancy  |      |      |      |      |      |      |      |      |      |      |

## EXPECTED NUMBER OF MOVIES RELEASE (LOCAL & FOREIGNER)

|                | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|----------------|------|------|------|------|------|------|------|------|------|------|
| MOVIES RELEASE | 60   | 66   | 73   | 80   | 88   | 92   | 97   | 101  | 105  | 109  |

## EXPECTED TOTAL BOX OFFICE COLLECTION PER YEAR (including Producer sharing & Based on 10% the company)

|                           |        |     |
|---------------------------|--------|-----|
| Number of Pax in the Hall | Hall 1 | 146 |
|                           | Hall 2 | 156 |
|                           | Hall 3 | 114 |

|                  | 2019 | 2020 | 2021  | 2022  | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  |
|------------------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|
| Hall 1           | 290  | 329  | 362   | 394   | 430   | 464   | 501   | 528   | 552   | 570   |
| Hall 2           | 312  | 342  | 381   | 416   | 450   | 497   | 537   | 563   | 594   | 624   |
| Hall 3           | 230  | 246  | 264   | 283   | 304   | 325   | 346   | 369   | 394   | 414   |
| Total Collection | 832  | 917  | 1,007 | 1,093 | 1,184 | 1,286 | 1,384 | 1,459 | 1,540 | 1,608 |

# BOX OFFICE (FULL) PROJECTION FOR NEXT 5 YEARS

Total Halls : 3 halls  
Total seating capacity: 404 pax

| Year 2018                           |            |  |                                     |            |            |                                     |            |            |
|-------------------------------------|------------|--|-------------------------------------|------------|------------|-------------------------------------|------------|------------|
| Hall 1                              |            |  | Hall 2                              |            |            | Hall 3                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D  |  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 13                                  | 2000       |  | 15                                  | 2000       | 2200       | 11                                  | 2000       | 2200       |
| 39                                  | 2800       |  | 45                                  | 2800       | 3200       | 44                                  | 2800       | 3200       |
| 48                                  | 3500       |  | 50                                  | 3500       | 3800       | 33                                  | 3500       | 3800       |
| 34                                  | 4000       |  | 34                                  | 4000       | 4200       | 22                                  | 4000       | 4200       |
| 6                                   | 10000      |  | 6                                   | 10000      | 11000      | 4                                   | 10000      | 11000      |
| Full House<br>(1 show)              | 499,200    |  |                                     | 527,000    | 575,000    |                                     | 388,700    | 426,000    |
| Full House<br>(1 day)               | 2,496,000  |  |                                     | 2,635,000  | 2,879,000  |                                     | 1,943,500  | 2,134,000  |
| Full House<br>(1 month)             | 74,880,000 |  |                                     | 79,050,000 | 86,370,000 |                                     | 58,305,000 | 64,020,000 |

Note: 5 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month 213,235,000

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month 225,270,000

| Year 2019                           |            |  |                                     |            |            |                                     |            |            |
|-------------------------------------|------------|--|-------------------------------------|------------|------------|-------------------------------------|------------|------------|
| Hall 1                              |            |  | Hall 2                              |            |            | Hall 3                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D  |  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 13                                  | 2500       |  | 15                                  | 2500       | 2800       | 11                                  | 2500       | 2800       |
| 39                                  | 3200       |  | 45                                  | 3200       | 3500       | 44                                  | 3200       | 3500       |
| 48                                  | 3800       |  | 50                                  | 3800       | 4000       | 33                                  | 3800       | 4000       |
| 34                                  | 4500       |  | 34                                  | 4500       | 4800       | 22                                  | 4500       | 4800       |
| 6                                   | 10500      |  | 6                                   | 10500      | 11500      | 4                                   | 10500      | 11500      |
| Full House<br>(1 show)              | 553,700    |  |                                     | 587,500    | 631,700    |                                     | 434,700    | 468,000    |
| Full House<br>(1 day)               | 2,778,500  |  |                                     | 2,937,500  | 3,159,500  |                                     | 2,173,500  | 2,342,000  |
| Full House<br>(1 month)             | 83,355,000 |  |                                     | 88,125,000 | 94,755,000 |                                     | 65,205,000 | 70,260,000 |

Note: 5 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month 236,685,000

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month 248,370,000

| Year 2020                           |             |                                     |             |             |                                     |            |             |  |
|-------------------------------------|-------------|-------------------------------------|-------------|-------------|-------------------------------------|------------|-------------|--|
| Hall 1                              |             | Hall 2                              |             |             | Hall 3                              |            |             |  |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D   |  |
| 13                                  | 3000        | 15                                  | 3000        | 3500        | 11                                  | 3000       | 3500        |  |
| 39                                  | 3800        | 45                                  | 3800        | 4500        | 44                                  | 3800       | 4500        |  |
| 48                                  | 4500        | 50                                  | 4500        | 5000        | 33                                  | 4500       | 5000        |  |
| 34                                  | 5000        | 34                                  | 5000        | 5500        | 22                                  | 5000       | 5500        |  |
| 6                                   | 11000       | 6                                   | 11000       | 11500       | 4                                   | 11000      | 11500       |  |
| Full House<br>(1 show)              | 639,200     |                                     | 677,000     | 761,000     |                                     | 502,700    | 568,500     |  |
| Full House<br>(1 day)               | 3,196,000   |                                     | 3,385,000   | 3,805,000   |                                     | 2,513,500  | 2,842,500   |  |
| Full House<br>(1 month)             | 115,856,000 |                                     | 121,260,000 | 136,960,000 |                                     | 90,406,000 | 103,330,000 |  |

Note: 6 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month 327,802,000

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month 354,366,000

| Year 2021                           |             |                                     |             |             |                                     |            |             |  |
|-------------------------------------|-------------|-------------------------------------|-------------|-------------|-------------------------------------|------------|-------------|--|
| Hall 1                              |             | Hall 2                              |             |             | Hall 3                              |            |             |  |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D   |  |
| 13                                  | 3000        | 15                                  | 3000        | 3500        | 11                                  | 3000       | 3500        |  |
| 39                                  | 3800        | 45                                  | 3800        | 4500        | 44                                  | 3800       | 4500        |  |
| 48                                  | 4800        | 50                                  | 4800        | 5000        | 33                                  | 4800       | 5000        |  |
| 34                                  | 5200        | 34                                  | 5200        | 5800        | 22                                  | 5200       | 5800        |  |
| 6                                   | 11500       | 6                                   | 11500       | 12000       | 4                                   | 11500      | 12000       |  |
| Full House<br>(1 show)              | 663,000     |                                     | 701,000     | 774,200     |                                     | 519,000    | 577,100     |  |
| Full House<br>(1 day)               | 3,300,000   |                                     | 4,210,800   | 4,645,200   |                                     | 3,114,000  | 3,462,600   |  |
| Full House<br>(1 month)             | 119,412,000 |                                     | 126,324,000 | 139,356,000 |                                     | 93,420,000 | 103,878,000 |  |

Note: 6 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month 339,156,000

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month 362,646,000

| Year 2023                           |             |                                     |             |             |                                     |             |             |
|-------------------------------------|-------------|-------------------------------------|-------------|-------------|-------------------------------------|-------------|-------------|
| Hall 1                              |             | Hall 2                              |             |             | Hall 3                              |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 13                                  | 3600        | 15                                  | 3600        | 3800        | 11                                  | 3600        | 3800        |
| 39                                  | 4500        | 45                                  | 4500        | 5000        | 44                                  | 4500        | 5000        |
| 48                                  | 5300        | 50                                  | 5300        | 5500        | 33                                  | 5300        | 5500        |
| 34                                  | 5800        | 34                                  | 5800        | 6000        | 22                                  | 5000        | 6000        |
| 6                                   | 12000       | 6                                   | 12000       | 12500       | 4                                   | 12000       | 12500       |
| Full House<br>(1 show)              | 745,900     |                                     | 790,700     | 836,000     |                                     | 588,100     | 625,300     |
| Full House<br>(1 day)               | 4,475,400   |                                     | 4,744,200   | 5,016,000   |                                     | 3,528,600   | 3,751,800   |
| Full House<br>(1 month)             | 134,262,000 |                                     | 142,326,000 | 150,480,000 |                                     | 105,858,000 | 112,554,000 |

Note: 6 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month

382,446,000

397,296,000

| Year 2022                           |             |                                     |             |             |                                     |            |             |
|-------------------------------------|-------------|-------------------------------------|-------------|-------------|-------------------------------------|------------|-------------|
| Hall 1                              |             | Hall 2                              |             |             | Hall 3                              |            |             |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D   |
| 13                                  | 3200        | 15                                  | 3200        | 3800        | 11                                  | 3200       | 3800        |
| 39                                  | 4200        | 45                                  | 4200        | 5000        | 44                                  | 4200       | 5000        |
| 48                                  | 5000        | 50                                  | 5000        | 5500        | 33                                  | 5000       | 5500        |
| 34                                  | 5500        | 34                                  | 5500        | 6000        | 22                                  | 5500       | 6000        |
| 6                                   | 11500       | 6                                   | 11500       | 12000       | 4                                   | 11500      | 12000       |
| Full House<br>(1 show)              | 701,400     |                                     | 743,000     | 833,000     |                                     | 552,000    | 623,300     |
| Full House<br>(1 day)               | 4,208,400   |                                     | 4,458,000   | 4,908,000   |                                     | 3,312,000  | 3,739,000   |
| Full House<br>(1 month)             | 126,252,000 |                                     | 133,740,000 | 149,940,000 |                                     | 99,360,000 | 112,194,000 |

Note: 6 shows a day

Hall 1, Hall 2 & Hall 3 (three 2D movies) full box office for 1 month

Hall 1, Hall 2 & Hall 3 (two 2D & one 3D movies) full box office for 1 month

359,352,000

388,386,000

### Mega Ace (City Square)

#### AVERAGE TICKET PRICE AND CONCESSION PRICE

|                |            |       |
|----------------|------------|-------|
| Unit Price per | Tickets    | 3,500 |
|                | Concession | 618   |

|             |            |       |
|-------------|------------|-------|
| Profit Rate | Tickets    | 50.0% |
|             | Concession | 70.0% |

|                  |            |      |
|------------------|------------|------|
| Rate of Increase | Tickets    | 8.0% |
|                  | Concession | 8.0% |

Unit: Kyats

|              | 2019  | 2020  | 2021  | 2022  | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  |
|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Ticket Price | 3,500 | 3,780 | 4,080 | 4,400 | 4,750 | 5,130 | 5,540 | 5,980 | 6,450 | 6,960 |
| Concession   | 618   | 660   | 710   | 760   | 820   | 880   | 950   | 1,020 | 1,100 | 1,180 |

#### EXPECTED ADMISSION

Unit: Thousand People

|             | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|-------------|------|------|------|------|------|------|------|------|------|------|
| Addmittance | 200  | 210  | 221  | 232  | 243  | 255  | 263  | 271  | 279  | 287  |
| Occupancy   |      |      |      |      |      |      |      |      |      |      |

#### EXPECTED NUMBER OF MOVIES RELEASE (LOCAL & FOREIGNER)

Unit: Titles/ year

|                | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|----------------|------|------|------|------|------|------|------|------|------|------|
| MOVIES RELEASE | 52   | 57   | 63   | 69   | 76   | 80   | 84   | 88   | 93   | 97   |

#### EXPECTED TOTAL BOX OFFICE COLLECTION PER YEAR (Including Producer sharing & Based on 30% Occupancy)

|                      |        |     |
|----------------------|--------|-----|
| Number of Pax in the | Hall 1 | 268 |
|                      | Hall 2 | 156 |

Unit: Million Kyats

|                  | 2019 | 2020 | 2021 | 2022 | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  |
|------------------|------|------|------|------|-------|-------|-------|-------|-------|-------|
| Hall 1           | 450  | 495  | 545  | 599  | 647   | 699   | 755   | 792   | 832   | 873   |
| Hall 2           | 250  | 275  | 303  | 333  | 359   | 388   | 419   | 440   | 462   | 485   |
| Total Collection | 700  | 770  | 847  | 932  | 1,006 | 1,087 | 1,174 | 1,232 | 1,294 | 1,359 |



### BOX OFFICE (FULL) PROJECTION FOR NEXT 5 YEARS

Total Halls : 2 halls  
Total seating capacity: 424 pax

| Year 2018                           |            |                                     |            |            |
|-------------------------------------|------------|-------------------------------------|------------|------------|
| Hall 1                              |            | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 1000       | 30                                  | 1000       | 1500       |
| 60                                  | 1500       | 30                                  | 1500       | 2000       |
| 60                                  | 2000       | 30                                  | 2000       | 2500       |
| 80                                  | 2500       | 45                                  | 2500       | 3000       |
| 28                                  | 3000       | 21                                  | 3000       | 3500       |
| Full House<br>(1 show)              | 534,000    |                                     | 310,500    | 388,500    |
| Full House<br>(1 day)               | 2,136,000  |                                     | 1,242,000  | 1,554,000  |
| Full House<br>(1 month)             | 64,080,000 |                                     | 37,260,000 | 46,620,000 |

Note: 4 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

101,340,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

110,700,000

| Year 2019                           |            |                                     |            |            |
|-------------------------------------|------------|-------------------------------------|------------|------------|
| Hall 1                              |            | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 1500       | 30                                  | 1500       | 2000       |
| 60                                  | 2000       | 30                                  | 2000       | 2500       |
| 60                                  | 2500       | 30                                  | 2500       | 3000       |
| 80                                  | 3000       | 45                                  | 3000       | 3500       |
| 28                                  | 3500       | 21                                  | 3500       | 3800       |
| Full House<br>(1 show)              | 668,000    |                                     | 388,500    | 462,300    |
| Full House<br>(1 day)               | 2,672,000  |                                     | 1,554,000  | 1,849,200  |
| Full House<br>(1 month)             | 80,160,000 |                                     | 46,620,000 | 55,476,000 |

Note: 4 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

126,780,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

135,636,000

| Year 2020                           |            |                                     |            |            |
|-------------------------------------|------------|-------------------------------------|------------|------------|
| Hall 1                              |            | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D  | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 1800       | 30                                  | 1800       | 2200       |
| 60                                  | 2200       | 30                                  | 2200       | 2800       |
| 60                                  | 2800       | 30                                  | 2800       | 3200       |
| 80                                  | 3200       | 45                                  | 3200       | 3800       |
| 28                                  | 3800       | 21                                  | 3800       | 4000       |
| Full House<br>(1 show)              | 734,400    |                                     | 427,800    | 501,000    |
| Full House<br>(1 day)               | 2,937,600  |                                     | 1,711,200  | 2,004,000  |
| Full House<br>(1 month)             | 88,128,000 |                                     | 51,336,000 | 60,120,000 |

Note: 4 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

139,464,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

148,248,000

| Year 2021                           |             |                                     |            |            |
|-------------------------------------|-------------|-------------------------------------|------------|------------|
| Hall 1                              |             | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 2000        | 30                                  | 2000       | 2500       |
| 60                                  | 2500        | 30                                  | 2500       | 3000       |
| 60                                  | 3000        | 30                                  | 3000       | 3500       |
| 80                                  | 3500        | 45                                  | 3500       | 4000       |
| 28                                  | 4000        | 21                                  | 4000       | 4500       |
| Full House<br>(1 show)              | 802,000     |                                     | 466,500    | 544,500    |
| Full House<br>(1 day)               | 4,010,000   |                                     | 2,332,500  | 2,722,500  |
| Full House<br>(1 month)             | 120,300,000 |                                     | 69,975,000 | 81,675,000 |

Note: 5 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

190,275,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

201,975,000

| Year 2022                           |             |                                     |            |            |
|-------------------------------------|-------------|-------------------------------------|------------|------------|
| Hall 1                              |             | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 2500        | 30                                  | 2500       | 3000       |
| 60                                  | 2800        | 30                                  | 2800       | 3500       |
| 60                                  | 3200        | 30                                  | 3200       | 3800       |
| 80                                  | 3800        | 45                                  | 3800       | 4200       |
| 28                                  | 4200        | 21                                  | 4200       | 4800       |
| Full House<br>(1 show)              | 881,600     |                                     | 514,200    | 598,800    |
| Full House<br>(1 day)               | 4,408,000   |                                     | 2,571,000  | 2,994,000  |
| Full House<br>(1 month)             | 132,240,000 |                                     | 77,130,000 | 89,820,000 |

Note: 5 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

209,370,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

222,060,000

| Year 2023                           |             |                                     |            |            |
|-------------------------------------|-------------|-------------------------------------|------------|------------|
| Hall 1                              |             | Hall 2                              |            |            |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D  |
| 40                                  | 2800        | 30                                  | 2800       | 3000       |
| 60                                  | 3200        | 30                                  | 3200       | 3500       |
| 60                                  | 3600        | 30                                  | 3600       | 3800       |
| 80                                  | 4000        | 45                                  | 4000       | 4200       |
| 28                                  | 4800        | 21                                  | 4800       | 4800       |
| Full House<br>(1 show)              | 974,400     |                                     | 568,800    | 598,800    |
| Full House<br>(1 day)               | 4,872,000   |                                     | 2,844,000  | 2,994,000  |
| Full House<br>(1 month)             | 146,160,000 |                                     | 85,320,000 | 89,820,000 |

Note: 5 shows a day

Hall 1 & Hall 2 (two 2D movies) full box office for 1 month

231,480,000

Hall 1 & Hall 2 (2D + 3D movies) full box office for 1 month

235,980,000

# Mega Ace (Mavunmat Plaza Phase 2)

## AVERAGE TICKET PRICE AND CONCESSION PRICE

|                |            |       |
|----------------|------------|-------|
| Unit Price per | Tickets    | 4,000 |
|                | Concession | 706   |

|             |            |       |
|-------------|------------|-------|
| Profit Rate | Tickets    | 50.0% |
|             | Concession | 70.0% |

|                  |            |      |
|------------------|------------|------|
| Rate of Increase | Tickets    | 8.0% |
|                  | Concession | 8.0% |

|              | 2020  | 2021  | 2022  | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  | 2029  |
|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Ticket Price | 4,000 | 4,320 | 4,660 | 5,030 | 5,430 | 5,860 | 6,320 | 6,820 | 7,360 | 7,940 |
| Concession   | 706   | 760   | 820   | 880   | 950   | 1,020 | 1,100 | 1,180 | 1,270 | 1,370 |

## EXPECTED ADMISSION PER YEAR

|             | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|-------------|------|------|------|------|------|------|------|------|------|------|
| Addmittance | 580  | 609  | 639  | 671  | 705  | 740  | 762  | 785  | 809  | 833  |
| Occupancy   |      |      |      |      |      |      |      |      |      |      |

## EXPECTED NUMBER OF MOVIES RELEASE (LOCAL & FOREIGNER)

|                | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|----------------|------|------|------|------|------|------|------|------|------|------|
| MOVIES RELEASE | 110  | 121  | 133  | 146  | 161  | 169  | 178  | 186  | 196  | 206  |

## EXPECTED TOTAL BOX OFFICE COLLECTION PER YEAR FOR TOTAL THEATRES WITH 100% SEATING CAPACITY (Including Producer sharing & Based on 40% Occupancy)

|                               |         |          |
|-------------------------------|---------|----------|
| Total Number of Pax in 7 Hall | 7 Halls | 1080 pax |
|-------------------------------|---------|----------|

|         | 2020  | 2021  | 2022  | 2023  | 2024  | 2025  | 2026  | 2027  | 2028  | 2029  |
|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 7 Halls | 2,300 | 2,430 | 2,783 | 3,061 | 3,406 | 3,571 | 3,856 | 4,049 | 4,252 | 4,464 |
| TOTAL   | 2,300 | 2,430 | 2,783 | 3,061 | 3,406 | 3,571 | 3,856 | 4,049 | 4,252 | 4,464 |

## BOX OFFICE (FULL) PROJECTION FOR 5 YEARS

Total Halls : 7 halls  
Total seating capacity: Approximately 1056 pax  
Average number of rows per hall : 11 rows

| Year 2019                           |            |             |                                     |             |             |
|-------------------------------------|------------|-------------|-------------------------------------|-------------|-------------|
| ONE (1) VIP PREMIUM HALL            |            |             | SIX (6) NORMAL HALLS                |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 48                                  | 12000      | 15000       | 28                                  | 2000        | 2500        |
|                                     |            |             | 28                                  | 3000        | 3500        |
|                                     |            |             | 42                                  | 4000        | 4500        |
|                                     |            |             | 42                                  | 5000        | 5500        |
|                                     |            |             | 28                                  | 5500        | 6000        |
|                                     |            |             | Total 168/hall                      |             |             |
| Full House<br>(1 show)              | 576,000    | 720,000     | Full House<br>(1 show)              | 672,000     | 756,000     |
| Full House<br>(1 day)               | 2,880,000  | 3,600,000   | Full House<br>(1 day)               | 3,360,000   | 3,780,000   |
| Full House<br>(1 month)             | 86,400,000 | 108,000,000 | Full House<br>(1 month)             | 100,800,000 | 113,400,000 |

Note: 5 shows a day  
6 Halls (all 2D movies) full box office for 1 month  
1 VIP Hall & 4 Normal Halls for 2D movies + 2 Normal Halls for 3D movies - full box office for 1 month

691,200,000  
716,400,000

| Year 2020                           |            |             |                                     |             |             |
|-------------------------------------|------------|-------------|-------------------------------------|-------------|-------------|
| ONE (1) VIP PREMIUM HALL            |            |             | SIX (6) NORMAL HALLS                |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D  | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 48                                  | 12500      | 15500       | 28                                  | 2200        | 2800        |
|                                     |            |             | 28                                  | 3500        | 3800        |
|                                     |            |             | 42                                  | 4200        | 4800        |
|                                     |            |             | 42                                  | 5500        | 5900        |
|                                     |            |             | 28                                  | 6000        | 6500        |
|                                     |            |             | Total 168/hall                      |             |             |
| Full House<br>(1 show)              | 600,000    | 744,000     | Full House<br>(1 show)              | 735,000     | 812,000     |
| Full House<br>(1 day)               | 3,000,000  | 3,720,000   | Full House<br>(1 day)               | 3,675,000   | 4,060,000   |
| Full House<br>(1 month)             | 90,000,000 | 111,600,000 | Full House<br>(1 month)             | 110,250,000 | 121,800,000 |

Note: 5 shows a day  
6 Halls (all 2D movies) full box office for 1 month  
1 VIP Hall & 4 Normal Halls for 2D movies + 2 Normal Halls for 3D movies - full box office for 1 month

751,500,000  
774,600,000

| Year 2021                           |             |             |                                     |             |             |
|-------------------------------------|-------------|-------------|-------------------------------------|-------------|-------------|
| ONE (1) VIP PREMIUM HALL            |             |             | SIX (6) NORMAL HALLS                |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 48                                  | 14000       | 16000       | 28                                  | 2500        | 3000        |
|                                     |             |             | 28                                  | 3800        | 4200        |
|                                     |             |             | 42                                  | 4500        | 5000        |
|                                     |             |             | 42                                  | 5800        | 6000        |
|                                     |             |             | 28                                  | 6200        | 6800        |
|                                     |             |             | Total 168/hall                      |             |             |
| Full House<br>(1 show)              | 672,000     | 768,000     | Full House<br>(1 show)              | 782,600     | 854,000     |
| Full House<br>(1 day)               | 4,032,000   | 4,608,000   | Full House<br>(1 day)               | 4,695,600   | 5,124,000   |
| Full House<br>(1 month)             | 120,960,000 | 138,240,000 | Full House<br>(1 month)             | 140,368,000 | 153,720,000 |

Note: 6 shows a day  
6 Halls (all 2D movies) full box office for 1 month  
1 VIP Hall & 4 Normal Halls for 2D movies + 2 Normal Halls for 3D movies - full box office for 1 month

966,168,000  
991,872,000

| Year 2022                           |             |             |                                     |             |             |
|-------------------------------------|-------------|-------------|-------------------------------------|-------------|-------------|
| ONE (1) VIP PREMIUM HALL            |             |             | SIX (6) NORMAL HALLS                |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 48                                  | 15000       | 16500       | 28                                  | 2800        | 3200        |
|                                     |             |             | 28                                  | 4000        | 4500        |
|                                     |             |             | 42                                  | 4800        | 5200        |
|                                     |             |             | 42                                  | 6000        | 6200        |
|                                     |             |             | 28                                  | 6500        | 7000        |
|                                     |             |             | Total 168/hall                      |             |             |
| Full House<br>(1 show)              | 720,000     | 792,000     | Full House<br>(1 show)              | 826,900     | 890,400     |
| Full House<br>(1 day)               | 4,320,000   | 4,752,000   | Full House<br>(1 day)               | 4,956,000   | 5,342,400   |
| Full House<br>(1 month)             | 129,600,000 | 142,560,000 | Full House<br>(1 month)             | 148,680,000 | 160,272,000 |

Note: 6 shows a day  
6 Halls (all 2D movies) full box office for 1 month  
1 VIP Hall & 4 Normal Halls for 2D movies + 2 Normal Halls for 3D movies - full box office for 1 month

1,021,689,000  
1,044,864,000

| Year 2023                           |             |             |                                     |             |             |
|-------------------------------------|-------------|-------------|-------------------------------------|-------------|-------------|
| ONE (1) VIP PREMIUM HALL            |             |             | SIX (6) NORMAL HALLS                |             |             |
| Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   | Seating Category<br>(Number of Pax) | Price/ 2D   | Price/ 3D   |
| 48                                  | 16000       | 17000       | 28                                  | 3000        | 3200        |
|                                     |             |             | 28                                  | 4500        | 4500        |
|                                     |             |             | 42                                  | 5000        | 5200        |
|                                     |             |             | 42                                  | 6500        | 6800        |
|                                     |             |             | 28                                  | 6800        | 7000        |
|                                     |             |             | Total 168/hall                      |             |             |
| Full House<br>(1 show)              | 768,000     | 816,000     | Full House<br>(1 show)              | 883,400     | 915,600     |
| Full House<br>(1 day)               | 4,608,000   | 4,896,000   | Full House<br>(1 day)               | 5,300,400   | 5,493,600   |
| Full House<br>(1 month)             | 138,240,000 | 146,880,000 | Full House<br>(1 month)             | 159,012,000 | 164,808,000 |

Note: 6 shows a day

6 Halls (all 2D movies) full box office for 1 month

1 VIP Hall & 4 Normal Halls for 2D movies + 2 Normal Halls for 3D movies - full box office for 1 month

1,092,312,000

1,103,904,000